The Solicitors' Journal and Weekly Reporter.

LONDON, JUNE 1, 1907.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

Notice.

A Digest of all the Cases reported in the "Solicitors' Journal and Weekly Reporter" during the legal year 1906-1907, *containing references to the Law Reports, will be issued weekly, as a Supplement, during the months of August and September.*

Contents.

Cases Reported this Week.

Current Topics.

The Trinity Cause Lists.

THE APPEAL list shews a very slight reduction in the number of appeals existing at the commencement of the last sittings. There were then 358 and there are now 346. A year ago there were 337. The aggregate of the Chancery list also remains about the same as at the last sittings—249 then and 245 now. There are 739 causes in the King's Bench list, as against 893 at the commencement of the Easter sittings, and 657 a year ago.

The Patents and Designs Bill.

COMMITTEE C took up the consideration of this Bill on Tuesday last, commencing with the new clause which Mr. LLOYD-GEORGE proposes to substitute for the original clause 16 (see *ante*, p. 493). They had not concluded the consideration of this new clause when we went to press, and it seems as if it would occupy them for some time. When that clause is disposed of, clause 17 will come up for consideration; that is the clause by which matters which come into court under the Bill are to be disposed of by a single judge, whose decision is to be final. On this we have already expressed an adverse opinion (*ante*, p. 371), to which we still adhere. We may mention that the London Chamber of Commerce and the Chartered Institute of Patent Agents have both reported themselves as opposed to the principle of making the decision of a single judge final; but we understand that the powers that be have not been converted on this point, and consequently that clause 17 will probably emerge from the committee in its present obnoxious form. We trust, however, that at the report stage of the proceedings on the Bill this point will be brought before the whole House, and that there will be a sufficiently strong manifestation of feeling against it to justify the House of Lords in interfering.

The Small Holdings and Allotments Bill.

THE GOVERNMENT'S long-expected Bill dealing with small holdings was read a first time on Monday last. The principle

of compulsion, which is absent from the Small Holdings Act, 1892, is introduced by the new Bill, and the authorities to whom the administration of the Act is to be entrusted—the county councils, parish councils, &c., or in default commissioners under the Board of Agriculture—are to have power to "hire" land as well as purchase it out and out. "Small holdings" are defined as plots of more than five acres, "allotments" as plots of five acres and less. If land is taken on lease from the owner, the term of the lease is to be not less than fourteen, nor more than thirty-five, years. The price of land purchased, and the rent of land "hired," are to be fixed by an arbitrator appointed by the Board of Agriculture, and no addition to the price is to be made on the ground that the land has been taken compulsorily. The holdings, whether "small holdings" or "allotments," when created by sub-division of the land thus purchased or leased, are intended primarily to be leased to the occupier, and the Bill makes no provision for bringing into existence a class of peasant proprietors, in the sense of small men owning their own freeholds. The Small Holdings Act, 1892, and Allotments Act, 1887, are not intended to be repealed, and under the Act of 1892 a "small holding" may still be sold outright to its occupier. The local authority and the Board of Agriculture are empowered to promote the formation of co-operative societies and credit banks for the furtherance of small holdings, and to make advances, or give guarantees, to credit banks. It will thus be seen that the scheme of the Government Bill is to set up a class of rural occupiers who will be tenants (in the ordinary sense) of the State and not of any private landlord. This is not the kind of scheme favoured by Mr. JESSE COLLINGS, who desiderates a class of small owners or peasant proprietors.

The King's Bench Division.

THE STATEMENT of the Attorney-General in the House of Commons as to the steps which are to be taken for the trial before the Long Vacation of the list of causes in the King's Bench Division will be read with interest by a large proportion of the members of the profession. The scheme of the Government appears to have been to appoint a sufficient number of commissioners to go on circuit so as to release an equivalent number of judges for service in the metropolis, and by these means to make a vigorous effort to clear off the cases in arrear. This scheme was brought to the notice of the Lord Chief Justice, who appears, in a letter written by him, to have given his opinion that, in the event of an additional judge of the King's Bench Division being appointed promptly, and a second commissioner nominated to take a circuit, it would be possible, unless anything unforeseen occurred, to dispose by the end of July of all the cases entered for trial up to the middle of last month. A second commissioner has been accordingly appointed, and the Attorney-General announced that the creation of an additional judge would receive the favourable consideration of the Lord Chancellor. There may be some doubt as to whether the opinion of the Lord Chief Justice is not unduly sanguine; but in any case the Government are willing to incur the expense of appointing, so far as may be required, commissioners in place of judges, and thereby to relieve them from their duties on circuit. With regard to the future regulation of the business of the King's Bench Division and the Court of Appeal, a committee is to be appointed to report on the subject, including the question of appointing more judges, so as to provide for the rapid dispatch of business. It would seem, therefore, that we are on the eve of a considerable reinforcement of the bench, and it is to be hoped that the new appointments will be such as to give satisfaction to those who are interested in the maintenance of a high standard of judicial excellence.

The Election of M. Barboux as a Member of the French Academy.

THE ELECTION of M. BARBOUX, the eminent French advocate, as a member of the French Academy, in succession to M. FERDINAND BRUNETIÈRE, has excited much interest in Paris. Among the candidates nominated for the vacancy were one of the principal Parisian journalists, a highly respected historian, and a poet of renown. The claims of M. BARBOUX were founded almost entirely upon his success in his own profession, for his only essays in literature have been a collection of his own speeches and a similar collection of the discourses of M. WALDECK-ROUSSEAU. But the election, which appears to have given general satisfaction, is entirely in accordance with precedent, Messieurs BERRYER, DUPIN, DUFAURE, JULES FAVRE, and EDMOND ROUSSE having formerly been elected because of the distinguished position which they had taken at the bar. The qualification assigned to M. JULES FAVRE, upon his introduction to the Academy, was "eloquence at the bar and eloquence in the Chamber of Deputies." It is not doubted that M. BARBOUX possesses these qualifications. M. DUFAURE was not an orator in the ordinary acceptation of the term, but his reasoning was conspicuous for its clearness and force. M. BERRYER, in addressing the Academy for the first time, said: "I wonder what you will make of me here? I really do not know how to read or to write." This statement referred to his habit of speaking without notes and his invincible dislike to the reading of a written speech. We have no institution like that of the French Academy in England, and in any case we are afraid that it would be difficult to name an English barrister whose eloquence at the bar and in the legislative chamber might be compared with that of M. BARBOUX. But there have been, at any rate within the last few years, eminent counsel who, in addition to their gifts in exposition and advocacy, possessed an acquaintance with literature which might be accepted as a substitute for that eloquence, which seems, for the present at any rate, to have deserted the English courts.

Distress in Rooms Occupied as a Separate Tenement.

THERE IS a considerable body of special law with regard to residential flats, but we are not aware of any reported case in which it was contended that they are an exception to the general rule that the landlord who breaks open the outer door in making a distraint for rent is guilty of a trespass. In the recent case of *Bishop* v. *Spearing*, the defendant, a house agent and bailiff, was summoned before Mr. DE GREY, the magistrate of the South-Western police-court, for an illegal distress. The complainant had occupied, as a separate tenement, three unfurnished rooms in a private dwelling-house at Clapham. A distress was levied for rent alleged to be due from him, and the defendant, who was employed to levy the distress, obtained peaceful admission at the front door of the house, but found that the doors of the complainant's rooms were closed against him. He ordered the doors to be forced open, and distrained and removed the goods. The house was divided into separate tenements, and it was contended on behalf of the complainant that the rooms which he occupied were a self-contained residence, and were subject to the general rule by which it is unlawful for a bailiff to break open an outer door for the purposes of a distress. The answer of the defendant was that, in the case of a private house, the street door is really the outer door of the premises, and that when this door had been passed the broker was at liberty to break open any of the inner doors. The magistrate, without any difficulty, held that the rooms were occupied as a distinct and separate tenement; that the distress was irregular, and that an order must be made for the return of the goods. We have no doubt that this decision was correct. It may be assumed that, except in the rare cases where the landlord resides on the premises and supplies attendance, he has a right to distrain the goods of any occupier for rent in arrear, and it does not appear that there is any extraordinary difficulty in obtaining access to rooms occupied like those of the complainant for the exercise of this right.

Imperfect Confessions.

THE CIRCUMSTANCES under which ABRAHAM RUEF pleaded guilty to a charge of extortion in the exercise of his duties as an officer of the municipality of San Francisco are a curious example of the unwillingness of penitent offenders to "speak the whole truth and nothing but the truth." Anyone who has read the confessions of criminals who have been convicted of serious crimes must have observed that, while they generally admit that they have done wrong, and sometimes add that they deserve punishment, they seldom fail to insist that the particular

charges brought against them are without foundation. They wish it to be understood that they make their confession from a desire that the real truth should be known, and not by any means as an admission of the justice of the prosecution. Other excuses are not absent. A cynical member of the legal profession was accustomed to say that, in reading any confession or admission of guilt, he had never failed to observe that the health of the offender had at all times been in a most unsatisfactory state. Mr. RUEF's admissions possess most of the characteristics of the confessions to which we have referred. After stating that the trial had become a threatening danger to his health, both mental and physical; that he was unable to bear the strain any longer; but that he had come to the conclusion that there might still be an opportunity to restore himself to the public favour and be a power for good, he makes this remarkable statement, "I am making the greatest sacrifice that could befall a human being of my disposition — namely, to acknowledge my faults and my mistakes to restore myself to public favour. Duty calls me wherever the path may tend, but I want the whole world to know that I am not guilty of the charge made against me in this instance. Nevertheless, on account of the reasons stated, I withdraw my plea of not guilty and enter a plea of guilty." RUEF is reported to have given this further explanation: "I changed my plea to guilty to-day—yes, but I pledge my solemn word that I am innocent. I have been guilty of conniving at the corruption of municipal officials by corporations, but in these French restaurant cases I am not guilty. Never in the wide world could I have been convicted on this charge." We are afraid that the plea of "guilty, but innocent" would not be entertained by any English court, and that the defendant would be recommended to substitute for it a plea of "not guilty," under which he would be at liberty to satisfy the jury of his innocence of any transgression of the criminal law.

Interference with Right to a Grave Space.

A RECENT American case of *Feeley* v. *Andrews* (191 Mass. Rep. 313), in which the proprietors of a grave space in a cemetery sued for disturbance of their rights, belongs to a class of actions which are not often brought in this country. In *Bryan* v. *Whistler* (8 B. & C. 288), one of the few cases of this description, the action was for disturbing a vault, and it appeared at the trial that the defendant, the rector of a parish church, had, in consideration of £20 paid to him, orally granted leave to the plaintiff to make a vault in the church for the burial of a dead body, and that he should have the sole and exclusive use of the vault, but that the defendant had subsequently caused the vault to be opened and another body to be buried there. The Court of King's Bench were sorry that an individual in the situation of the defendant, having received a pecuniary compensation for the grant of a privilege, should afterwards keep the money and recede from his undertaking, but they were of opinion that the user of the vault was an easement which could only be effectually granted by deed, and that the plaintiff had no remedy. Since this decision the Burial Acts have been passed, under which the exclusive right of burial in a grave space is granted by the burial board by a formal instrument, and the only question likely to arise is, whether there has been an interference with the right. In the American case, where the action was against the superintendent of a cemetery for carelessly opening a grave and injuring a casket containing a dead body, the Supreme Court of Massachusetts expressly held that the right of the owner of a burial lot in a cemetery is an easement, or a right in the nature of an easement, which can only be created by grant under seal, but they add that it is settled law that such an owner of a burial lot can maintain trespass *quare clausum fregit* for unlawfully entering upon the lot and disinterring a body. This decision is founded upon the construction of the deed by which the burial lot was conveyed, the court thinking that it conferred a right to the exclusive occupation of a particular lot. We can find no precedent in the English courts of an action of trespass under similar circumstances, and the form of action is of little importance, as it would probably have no effect upon the damages against the wrongdoer. A passage in Blackstone's Commentaries, where the learned author says that, though the heir has a property in the monuments and escutcheons of his ancestors, yet he has none in their bodies or ashes, nor can he bring any civil action against such as, indecently, at least, if not impiously, violate and disturb their remains when dead and buried, may explain the fact why actions of trespass for disinterring a dead body have not been brought in the English courts.

The "Barring" Clause in a Music-hall Contract.

AN ACTION for interdict between the Moss Empires (Limited) and MARIE LLOYD, heard some days ago by Sheriff BOYD in Glasgow, turned upon the operation of what is known as the "barring" clause in a music-hall contract. Miss LLOYD had signed a contract with the plaintiffs to appear in Glasgow in 1908 at a salary of £130 per week, a clause being inserted in the contract that she would not appear at any music hall within ten miles of Glasgow up to that date. In alleged breach of this agreement, she contracted with other proprietors to appear at the Pavilion Music Hall, Glasgow, and the action was brought for an injunction to restrain her from appearing in performance of this agreement. For the defendant it was contended that the restraint contained in her contract with the plaintiffs was unreasonable; that the limit of time and area within which she was restrained from acting was oppressive, and that this question, together with others, had been raised in a music-hall strike in London, and was under the consideration of an arbitrator, whose award was daily expected. In those circumstances the sheriff declined to grant the injunction, though it is difficult to imagine that a similar decision would have been given in the English courts. So far back as the year 1812, in the case of *Morris* v. *Colman* (18 Ves. 437), in an application for an injunction to restrain Mr. COLMAN from acting as manager, a question arose upon the validity of a clause in an agreement restraining the defendant from writing dramatic pieces for any other theatre than the Haymarket, and Lord ELDON said: "If Mr. GARRICK was now living, would it be unreasonable that he should contract with Mr. COLMAN to perform only at the Haymarket Theatre, and Mr. COLMAN with him to write for that theatre alone? . . . I cannot see anything unreasonable in this; on the contrary, it is a contract which all parties may consider as affording the most eligible, if not the only, means of making this theatre profitable to them all as proprietors, authors, or in any other character which they are by the contract to hold." The whole question at the present day appears to be whether the stipulation was unreasonable having regard to the subject-matter of the contract; and, looking at the value of the consideration for Miss LLOYD's agreement, there would be great difficulty in holding that it was unreasonable.

Should Boards of Guardians be Abolished?

THE CONVICTION of the guardians of West Ham for conspiracy and corrupt practices in the execution of their duties has led to some inquiry into the constitution of the local bodies entrusted with the administration of the poor law, and we read that a resolution has been passed by a large number of the ratepayers of Hammersmith recommending that the office of guardian of the poor should be abolished, and its rights and liabilities transferred to the borough council. The guardians appointed under the Poor Law Amendment Act, 1834 (4 & 5 Will. 4, c. 76), are the ordinary guardians throughout England and Wales. The Act was passed at a time when the *ad hoc* principle—the notion that efficient and scientific government involves the creation of special bodies, central and local, for every branch of administration—was generally accepted. But it is more than doubtful whether the removal of the administration of the poor law from municipal and county government, and a separate election of those entrusted with the funds appropriated to the relief of the poor, is consistent with an intelligent interest in this important subject on the part of the ratepayers. A large proportion of the ratepayers in the districts of London, whether rich or poor, neither know nor care anything about the administration of the poor law, and do not even take the trouble to vote at local elections. The result is that small rings work the elections and the persons elected often belong to a class which is peculiarly liable to temptation when managing other people's money and affairs. The only remedy which, as we have said,

has been proposed is the drastic one of abolishing these boards of guardians and giving their power and work either to new authorities covering larger areas or to existing municipal authorities. We are not sanguine as to the benefits to be derived from any such change, but there appears to be little doubt that London and its immediate suburbs are suffering from an undue multiplication of elective authorities which hinder and complicate the work of administration.

Mr. Samuel Warren.

THE CENTENARY of the late Mr. SAMUEL WARREN has been the occasion of paragraphs in some of the newspapers relating to the author of "Ten Thousand a Year." It is stated in some of these articles that Mr. WARREN was successful as a barrister, but this statement is surely exaggerated. There is little doubt that he was a diligent law student, and Mr. JOHN WELCH, one of the most eminent special pleaders of the last century, who was well acquainted with WARREN, and who is probably described in "Ten Thousand a Year" under the name of Mr. WEASEL, was accustomed to say that the novelist had a considerable knowledge of law. But so far as the law courts were concerned, WARREN had no striking powers of speech or advocacy; he was never fully employed as a junior, and was seldom retained after he was raised to the rank of Queen's Counsel. It cannot be said that his literary reputation was any obstacle to his success in the courts; it is more than probable that the knowledge that he was the author of "Passages from the Diary of a Late Physician," and of "Ten Thousand a Year," served to introduce him favourably to many members of the legal profession. His appointment as Master in Lunacy was mainly due to the fact that he was for some years the member for Midhurst, at a period when Parliamentary services were even more liberally rewarded than they are at the present day.

Sir Benjamin Baker and the Law of Contract.

SIR BENJAMIN BAKER, the eminent engineer, whose sudden death has caused general regret, was frequently arbitrator or witness in controversies arising out of the important contracts in which he was concerned, and was well known to the leading judges and counsel. His interest in the application of the English law of contract was considerable, but with the law itself he was not always satisfied. He was, on one occasion, engineer under a contract for the construction of a dock, and it was found that, owing to some miscalculation as to the nature of the soil of the bed of the river, the work, if not impossible, could only be done at a vast expense largely in excess of the amount which was the consideration of the contract. He was advised that impossibility or extraordinary difficulty in the performance of the contract did not relieve the contractor from liability. He exclaimed that any such rule was contrary to common sense and experience, and that there must be some way out of the difficulty. The second opinion gave him more satisfaction, for, without disputing the law laid down in the first instance, it was to the effect that the contract must be taken to have been subject to the implied condition that the contractor should be excused in circumstances such as those which supervened. If this view were right, he said, he had no objection to the general rule of the law.

Mortgages of Machinery.

THE drafting of the Mortgages of Machinery Bill, 1907, "a Bill to amend the law in regard to the mortgaging of *premises* containing trade machinery," is open to some objection. Clause 1 runs: "A mortgage of *premises* made after the passing of this Act shall not vest in the mortgagee the trade machinery used in or on, or attached to, the *premises*, or entitle the mortgagee to any interest in or right to such trade machinery." "Premises" is defined as meaning and including "land held by freehold or copyhold tenure, and land held or occupied by demise for any term or period, or under any agreement, express or implied, operating as a demise or tenancy of land, and any equitable or other interest in land, and the buildings and erections in or upon land." Now, "premises," in its proper legal meaning, does not mean "land": *Metropolitan Water Board* v. *Paine* (1907, 1 K. B. 285, 297), referred to in our issue of the 9th of February last. Possibly it has been in view of this case that the word "premises" is expressly defined in the Bill. But it seems a pity to abandon the legal for the popular meaning of a word in an Act of Parliament, especially as "land or buildings" would have done as well, and a long definition clause would have been unnecessary.

An Oriental Solicitor.

NEWS HAS reached this country of the death, on the 19th ult., of Mr. WEI ON, who was, we believe, the only Chinaman ever admitted as an English solicitor. He was educated at Cheltenham College and Christ Church, Oxford, where he took his M.A. degree and became known as a fine athlete. He was subsequently articled to Messrs. CLARKE, RAWLINS & Co., of 66, Gresham House, and, we believe, shewed more than the ordinary intelligence of the articled clerk. He was admitted in 1896 or 1897, and soon afterwards returned to his native country, where he practised until his death.

"Hiring" Land.

THE USE of the word "hire," in the sense of "rent" or "take on lease," as applied to land, seems to be coming into vogue more and more in the statutes. "Power to *hire* land" is conferred by section 10 of the Local Government Act, 1894, and the same expression occurs in clause 8 of the Housing of the Working Classes Acts Amendment Bill now before Parliament. The word, as so applied, is objectionable as indefinite.

Servants' Compensation.

IT cannot be doubted that the Workmen's Compensation Act, 1906, which comes into operation on the 1st of July next, will profoundly affect the relations of master and servant; in particular, in that wide field of service into which the principle of compensation for injury is thus for the first time introduced The Act of 1897 applied only to employment upon a work falling within certain specified classes—railway, factory, mine, quarry, or engineering work—and to persons employed upon such works who came within the definition of "workman." The present Act omits entirely the provision confining its operation to certain specified occupations, and the definition of "workman," although it is in part negative, extends the term so as to cover practically all kinds of service under an employer.

It will be useful to compare the definition of "workman" contained in the former Act and in the present. In the Act of 1897 the term "includes every person who is engaged in an employment to which this Act applies, whether by way of manual labour or otherwise, and whether his agreement is one of service, apprenticeship, or otherwise, and is expressed or implied, is oral or in writing." Under the Act of 1906, the term "does not include any person employed otherwise than by way of manual labour whose remuneration exceeds £250 a year, or a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business, or a member of a police force, or an outworker, or a member of the employer's family dwelling in his house, but, save as aforesaid, means any person who has entered into or works under a contract of service or apprenticeship with an employer, whether by way of manual labour, clerical work, or otherwise, and whether the contract is expressed or implied, is oral or in writing."

It will be seen that the first part of the latter definition definitely excludes certain persons from the benefit of the new Act. The amount of the salary received is only a disqualification when it is earned by means other than by manual labour. Consequently clerks whose salaries exceed £250 a year are outside the Act; and similarly a manager of works, whose duties are confined to oversight and do not require him to take part in manual labour, is excluded by the receipt of a salary in excess of that limit. This covers the point raised under the Act of 1897 in *Simpson* v. *Ebbw Vale Steel Co.* (1905, 1 K. B. 453). So, again, there is an important exclusion in the case of persons who are only employed casually. If they are employed for the purpose of a trade or business they are within the Act; but the ordinary householder who gives casual employment to a person does not render himself liable to pay compensation. Upon this

point some nice questions are likely to arise. An employment in which there is the element of regularity cannot be described as casual, and a gardener or a charwoman who is engaged to work on certain days in the week, or even at longer intervals, will, it is presumed, be within the Act. But a tradesman who calls in extra labour in an emergency cannot protect himself by the plea that the labour is casual. The only question then will be whether there is a contract of service express or implied, and if there is, the employment carries with it the liability to compensate the person employed should injury result. This may easily lead to very serious and unexpected consequences unless adequate insurance is effected. Other definite exceptions are policemen, outworkers, and members of the employer's family dwelling in his house. An outworker is specially defined to mean a person to whom articles or materials are given out to be made up, &c., "in his own home or on premises not under the control or management of the person who gave out the materials or articles." There is also an exception, in section 9, of persons in the naval and military service of the Crown, but otherwise the Act is to apply to workmen employed by or under the Crown.

When in any given case it has been ascertained that the negative part of the definition in the Act of 1906 does not apply, the only question is whether there is a contract of service. In the main the positive part of the definition follows the language of the definition of "workman" in the Act of 1897. The person claiming compensation must have entered into, or must have been working under, a contract of service or apprenticeship with an employer; but, this being so, there is no restriction on the nature of the service to be performed; it may be manual labour, clerical work, or otherwise: and there is no restriction on the mode of the contract; it may be expressed or implied, oral or in writing. It would seem that it will not be possible in future to contend that a person does not come within the Act because he is not a workman in the ordinary sense. In *Simpson* v. *Ebbw Vale Steel Co.* this was done successfully under the Act of 1897. "The whole scheme of the Act," said COLLINS, M.R., in that case, "rests upon the fundamental general interpretation that an ordinary uninstructed person would put upon the word 'workman.' Throughout, the Act presupposes a position of dependence. It treats the persons to be benefited all as in a sense *inops consilii*, persons for whom the Legislature must do that which they are not in a position to do effectually for themselves, either for want of general education or the want of means. The Act is dealing with persons who are not supposed to be likely to be well off, or likely to be thoroughly instructed in these matters, or to make careful and prudent provision for themselves." In a sense, doubtless, these remarks are equally true of the Act of 1906, but it would be rash to assume that it is capable of being interpreted upon any such lines. The private secretary or the assistant schoolmaster may be no workman in the popular sense; but it can hardly be doubted that he is a workman within the definition in the Act; and an express definition, contained, as this is, in an Act which is intended to have a wide operation, is not to be cut down by the popular meaning of the word defined. We think it must be taken that the Act applies to all persons who are employed under a contract of service, subject to the qualification that, where the service is other than by manual labour, the remuneration must not exceed £250 a year, and to the other exceptions already noticed. And a contract of service would seem to exist wherever the person employed is bound to obey the orders of the employer, although he may not be a servant in the ordinary sense. Of course, domestic servants form the largest class now brought within the statute, but it will probably be found to include also important and large classes higher in the social scale.

The amount of compensation payable varies, in the case where death results from the injury, according as the servant leaves dependants or not. If there are dependants the minimum amount is £150; but if the earnings in the employment of the same employer during the preceding three years have exceeded this sum, then the compensation is equal to the three years' earnings, with a maximum of £300. Where the employment has not continued for three years, the three years' earnings are calculated on the average of the weekly earnings during the actual employment. A proportionate reduction is made where dependants are only partially dependent. It is important to notice that the term "dependant" now includes illegitimate children. If there are no dependants the compensation is limited to the reasonable expenses of medical attendance and burial, not exceeding £10. In the case of injury not resulting in death, but leading to total or partial incapacity, the compensation is a weekly payment during the incapacity not exceeding 50 per cent. of the average weekly earnings during the previous twelve months, or for any less period during which the employment has lasted, with a maximum weekly payment of £1. It is presumed that in the case of domestic servants the weekly earnings would be taken to include a sum equivalent to the value of board and lodging.

In order to found a claim for compensation, notice of the accident must be given as soon as practicable after its happening, and before the servant has voluntarily left the employment; and the claim must be made within six months of the accident, or, in case of death, within six months of the death. But the stringency of this limitation, which is contained in section 2 of the Act, is qualified, as before, by a proviso excusing the want of the notice if the employer has not been prejudiced or if it was occasioned by mistake or other reasonable cause; and a new proviso is added allowing an extension of the time for claim where the failure to make it within the six months was similarly occasioned. The claim, when made, will still, as under the Act of 1897, in the absence of settlement by agreement, be referred to a single arbitrator, if the parties agree upon one, or otherwise will be settled by the county court judge, or, if the Lord Chancellor so authorizes, by a single arbitrator appointed by the judge.

The great extension of the liability which will take effect on the 1st of July will, of course, make it essential for all employers of servants to cover themselves by insurance, and the operation of the system in regard to domestic servants will be watched with interest. One point to which the attention of intending insurers may be usefully directed is the time within which notice of claim is to be made to the office. It is, of course, reasonable for the office to require early notice of an accident, or of a claim being made under it; but any provisions which are inserted in the policy with this object should be carefully scrutinized, and precaution taken against the consequence of accidental failure to comply with the conditions. Unless policies are elastic in this respect, it is to be feared that they will frequently prove in practice to be valueless.

Dedication of Land to Public Use by Lessees for Years.

IN *Corsellis* v. *London County Council* (*Times*, March 13) the question was raised whether a lessee for years could dedicate land to public use as a way. The question was not decided, as NEVILLE, J., held the evidence of dedication to be insufficient, but the learned judge expressed the opinion that a lessee for years cannot dedicate land at all as a way for public use: "There is no such thing known to law as a dedication of a way for a term. I do not think such a thing was ever heard of prior to the year 1879, the date of the decision in *Attorney-General* v. *Biphosphated Guano Co.* There seem to me to be other good reasons why a leasehold interest is something which the public cannot take and hold, and, if and so far as may be necessary for the determination of this case, I hold that a dedication must be in perpetuity, and that a dedication for a term is an interest in the public unknown to the English law." This is a *dictum* only, and there appears to be no actual decision on the point. Among the reported cases, perhaps the strongest *dictum* against the capacity of a lessee for years to dedicate is that of BYLES, J., in 1860 (*Dawes* v. *Hawkins*, 8 C. B. N. S., at p. 858): "There can be no dedication of a way to the public for a limited time, certain or uncertain. If dedicated at all, it must be dedicated in perpetuity." On the other hand, the Court of Appeal in 1879 certainly seem to have thought the question open: "The argument has raised an important point of law with reference to the

power of a lessee to dedicate, at least as against himself and his assignees, a highway to the public" (*Attorney-General* v. *Biphosphated Guano Co.* (11 Ch. D., at p. 338); but here again the evidence of dedication was held insufficient, and the "point of law" was left untouched. The question is therefore an open one, to be decided on principle, whether a lessee for years can dedicate a way to public use, as against himself and his assignees, during the term of his lease.

It is important, in the first place, to bear in mind the exact effect of dedicating a way to public use, or creating a highway. The owner of the soil does not part with any of his legal ownership, nor does he vest any estate in anyone, nor convey any hereditament—corporeal or incorporeal—to anyone. It is necessary to state this explicitly, because the right of the public to use the soil as a road or way is often loosely and inadvertently spoken of as an "interest" in the land; but all that the owner does is to allow the soil to be used by the public as a way, and the right of the public is only a right of passage: see the judgment of KAY, L.J., in *Harrison* v. *Rutland* (1893, 1 Q. B. 142). A public right of using land as a way resembles an easement in being a kind of servitude or burden on the land, restricting the owner's rights of enjoyment; it also resembles an easement in being permanently attached to the land, in the sense of binding all successive owners, quite independently of anything in the nature of notice. Like other rights over the land, which the owner may choose to create, the rights of the public cannot be greater than the rights of the owner. If a lessee for years could, and did, dedicate a way to public use, the rights of the public must necessarily cease on the term of years coming to an end; the reversioner could not be prejudiced by any assumed dedication on the part of his lessee, unless his assent could either be presumed or had been expressly given.

It is said (see, for instance, *Dawes* v. *Hawkins*, *suprà*) that a dedication to public use must be "in perpetuity." But why? And what is meant by "in perpetuity"? The *dictum* is only intelligible—in the sense of being based on some intelligible principle—if by "in perpetuity" is meant something more than the mere possibility of perpetuity denoted by the words "in fee simple." If it be meant that an owner in fee can effectually dedicate land to public use until, and only until, his fee simple estate comes to an end, as by escheat, there seems no sound reason why an owner for an estate for years should not also be able to dedicate in the same manner until *his* estate for years comes to an end. It is, of course, here assumed that the title of the Crown, or other tenurial superior, by escheat is a right of property analogous to, though in theory quite distinct from, the title of the freehold reversioner in relation to the term of years. And if the title of the tenurial superior, and of the freehold reversioner, are each of them proprietary rights, the same principle which requires that the lessee for years should not be competent to bind the land, when it has come back to the reversioner, requires that the freeholder in his turn should not be competent to bind the land in the hands of the superior—Crown or lord. If "in perpetuity" means no more than this, and if escheated land is, on the fee simple disappearing, at once freed from the burden imposed upon it by dedication to public use, then a rule that a lessee for years cannot dedicate, even during his term, becomes an arbitrary rule, depending for its existence on judicial authority merely, and not on any reasoned principle. In neither case has the owner for the time being complete proprietary rights—the right of escheat being assumed to be a right of property ordinarily so called—and accordingly in each case dedication to the extent of the time-limit of the owner's estate should, on principle, be permissible.

But how if the Crown's right of escheat be not a right of property ordinarily so called, and the words "in perpetuity," as regards land not held of any mesne lord, have not the restricted meaning above mentioned, but be taken in a literal sense? In other words, suppose that the Crown's right of escheat is not a proprietary right, but a governmental right, and that a dedication made by a fee simple owner really does continue in perpetuity? On this view, a rule that a lessee for years cannot dedicate, even during his term, is at once seen to be logical and reasonable, for it is simply an application of, or deduction from, a more general rule to the effect that, since dedication of land to public use can never be revoked, unless by the sovereign authority of the realm, the dedication can only be made by an owner who has the complete and absolute proprietary rights in the land, so as to ensure that no paramount right of property is in existence under which revocation could take place at some future time. The logic and reason of such a rule would apply, not only to estates for years, but also to fee simple estates in copyhold land and to fee simple estates in land held of a lord other than the Crown. As a matter of fact, it seems extremely probable that copyhold land, and land held of a mesne lord, are precisely on the same footing as leasehold land with respect to the capacity of their owners to dedicate it; in each case, apparently, the superior lord would not be bound by a dedication to the public, made without his assent, any more than he would be bound by a conveyance to a private person, and there seems to be no reported case of a dedication made without the assent of the superior lord. If, then, leaseholds, copyholds, and freeholds held of a mesne lord are on the same footing, and cannot be dedicated by their immediate owners, the rule requiring dedication to be "in perpetuity" is seen to be reasonable and consistent. But in that case, what becomes of the theory of dependent tenure, according to which all the land in the kingdom is held ultimately "of the king," just as some freehold land is held "of" a mesne lord? The mesne lord has rights of property in the land which is held "of" him, and it has been suggested above that it is this right of property which prevents a dedication "in perpetuity" being made without his consent. It has also been suggested that the right of escheat residing in the Crown is not a right of property ordinarily so called, but what may be more correctly described as a right of the sovereign power or a governmental right. The distinction between the Crown's right of escheat and a mesne lord's right of escheat would be shewn in the clearest possible light if it were once established that dedication to public use bound the Crown, but not the mesne lord; that this distinction would in fact be held to exist there seems little reason to doubt, and if logic and principle are to count for anything in deciding novel cases, the only proper reason for the distinction seems to be that the Crown's right of escheat is no longer a right of property, but stands on the same footing as the right to *bona vacantia*, which is not a successory or *quasi*-reversionary right, but a right in the king by virtue of his territorial sovereignty: see *Re Barnett's Trusts* (1902, 1 Ch. 847).

The formula of dependent tenure is, in fact, no longer required to explain the ordinary estate in fee simple where the land is not held of a mesne lord. Every right of the Crown can be expressed, so far as ordinary freehold land is concerned, in terms applicable to property which admittedly becomes *bona vacantia* on the death of the owner intestate without heirs. In the absence of an actual decision of the courts to this effect, it will no doubt be some time before the reality of this change in legal outlook will be fully recognized. But such a decision might any day be given upon such facts as were disclosed in *Corsellis* v. *London County Council*.

The Conveyancing and Settled Land Bills.

I.

THE Conveyancing and Settled Land Bills, which were last year under the care of the late Lord DAVEY, have been this year introduced into the House of Commons by Mr. MICKLEM. We refer to them as the same Bills as last year, for, though some alterations have been made, they are in substance the same, and, as before, they are intended to perform the useful purpose of amending proved defects in the existing law. We wish that this could be treated as a guarantee that they will be allowed to go through Parliament, but unfortunately the methods of that assembly do not favour the passage of measures of unobtrusive utility, and the progress of the Bills will be watched with interest rather than with confidence. The prefatory note to the Conveyancing Bill states that it has been prepared on instructions of the Council of the Law Society, and with the co-operation of the General Council of the Bar. The genesis of the Settled Land Bill is similar.

One of the chief points dealt with in the Conveyancing Bill is the position of a mortgagor in possession and a mortgagee in possession

respectively in regard to the acceptance of surrenders of leases. Each has power under section 18 of the Conveyancing Act, 1881, to grant a lease which will be binding on the other, and each similarly should have power to accept a surrender of a lease. The case of *Robbins* v. *Whyte* (1906, 1 K. B. 125) shewed, however, that this was not so, and clause 3 of the Bill proposes to remove the inconvenience caused by that decision. Clause 4 also deals with the position of mortgagees, and proposes to facilitate the exercise of the power of sale conferred by section 19 of the Act of 1881 by enabling the mortgagee, upon a sale of part of the mortgaged property, to impose building or other restrictions either upon the sold or the unsold part. In *Born* v. *Turner* (1900, 2 Ch. 211) it was recognized that upon such a sale an implied right of light in favour of the part sold might arise over the part remaining unsold. The present clause confers a power of this nature generally, and, as the prefatory note points out, makes the powers incidental to the mortgagee's power of sale correspond in the main with those incidental to the statutory power of sale of a tenant for life. The change is as much in the interest of mortgagors as of mortgagees, since it enables a better value to be realized for the mortgaged property.

The omission from the present Bill of the clause in last year's Bill relating to the sale of leaseholds by trustees shews that in one respect the courts have been more speedy than Parliament in redressing the law. It was held in *Re Walker and Oakshott's Contract* (1901, 2 Ch. 383) that a trustee selling leaseholds in lots could not adopt the familiar conveyancing scheme under which the property is assigned to the purchaser of one lot and the other lots are vested in the respective purchasers by subdemise. A clause enabling this to be done was inserted in last year's Bill, but it has become superfluous by the overruling of the case just mentioned by *Re Judd and Poland's Contract* (1906, 1 Ch. 684), and to this extent the present Bill has been lightened. Clause 8 deals with a question which frequently arises as to the performance of trusts after the death of a trustee. It proposes to enact that until the appointment of new trustees, the personal representatives of a sole trustee, or of a surviving trustee, shall be capable of exercising or performing any power or trust which was capable of being exercised by the sole or the last surviving trustee. In section 10 also, which deals with dispositions on trust for sale, a very useful proposal is made by sub-section 3. This clause runs: "Where land has, either before or after the commencement of this Act, become subject to an express or implied trust for sale, such trust is, so far as regards the safety and protection of any purchaser thereunder, to be deemed to be subsisting until the land has been conveyed to, or under the direction of, the persons interested in the proceeds of sale." It is a frequent difficulty in advising on titles to determine whether a trust for sale is still exerciseable. It is clear that it is not put an end to by all parties beneficially interested being *sui juris*, and to effect this result there must have been an election by all to take the property unconverted. On the other hand, the lapse of a great length of time raises a presumption of election (*Dixon* v. *Gayfere* (*No.* 2), 33 Beav. 433), and it is not safe to take a title where all the beneficiaries have been *sui juris* for many years. In *Re Tweedie and Mills* (27 Ch. D. 315) it was held that the lapse of six years did not justify the purchaser in requiring evidence that there had been no conversion, but how much further it is safe to go has not been determined. The present clause adopts the sensible course of making the trust exercisable, so far as the purchaser is concerned, until there has been a conveyance to, or at the direction of, the beneficiaries. Both the clauses last referred to would prove of great service in simplifying titles.

Clause 11 of the Conveyancing Bill shews a very singular and unfortunate omission from the corresponding clause of last year's Bill. The clause in last year's Bill was intended to enable the purchaser of property held under deeds affecting other property, which deeds were not handed to him, to require "a memorandum giving notice *of the disposition to him, and* of any provision therein restrictive of user of, or giving rights over, any other land comprised in the common title" to be annexed to or indorsed on one of the deeds not handed over. This was designed to make universal a practice which is very serviceable in preventing fraud, and it was one of the most useful features of the Bill. It enforces a requisition usually made under such circumstances by purchasers, and to which vendors ought always to accede. In the present Bill, however, the words in italics are omitted, and the effect will be that a purchaser can only require the indorsement of a memorandum of restrictive rights which he takes over land not conveyed to him, and he will not be able to require the indorsement of the conveyance to himself. Some explanation should be given as to why this change in the Bill has been made. The present Bill also omits the former clauses for amending the Partition Acts and for facilitating the sale of land vested in co-owners. These provisions, it is explained in the prefatory note, can best be dealt with by a separate Bill. Clause 12 is intended to get rid of *Re Pawley* (1900, 1 Ch. 58) by enacting that real estate may be sold under the Land Transfer Act, 1897, by the executors who have proved, although an executor to whom power is reserved does not join. Clause 13 proposes to stop the practice, which it is stated has grown up in Cornwall and other parts of the West of England, of binding the purchaser to employ the vendor's solicitor, and to pay certain fees to him whether the latter acts for the purchaser or not; and clause 14 will remove the doubt whether an adjudicated 10s. stamp on a transfer of a mortgage made upon the appointment of new trustees, which, if stamped *ad valorem*, would carry a larger stamp, brings notice of the trust on the title to the mortgaged land. The alterations in the law proposed by the Settled Land Bill deal to a considerable extent with the complications which have resulted from the operation of the Settled Land Acts upon compound settlements, but the consideration of this Bill we must reserve for a further article.

(*To be concluded.*)

Reviews.

Estoppel.

EVEREST AND STRODE'S LAW OF ESTOPPEL. SECOND EDITION. By LANCELOT FEILDING EVEREST, M.A., LL.D., Barrister-at-Law. Stevens & Sons (Limited).

The principle of estoppel is found in so many different departments of the law that the discussion and illustration of it in all its applications necessarily covers a wide field. For the division of the subject Mr. Everest has recourse to Lord Coke's well-known distinction between estoppel by matter of record, estoppel by writing—that is by deed—and estoppel *in pais*. Estoppel by record chiefly takes effect in the form of a judgment, and hence the first part of the book is an exposition of the manner in which the doctrine of *res judicata* operates to prevent the revival of litigation. Estoppel by deed has been the subject of important decisions in recent years—in particular with reference to the effect of recitals of title—and, as Mr. Everest points out, the tendency has been to restrict estoppels in such cases within as narrow limits as possible. Instances of this are to be found in *Heath* v. *Crealock* (10 Ch. 22) and *Onward Building Society* v. *Smithson* (1893, 1 Ch. 1). Perhaps the most common case of estoppel is that which arises between landlord and tenant—one of the estoppels *in pais*—and in the chapter on this part of the subject the origin of the estoppel, as well as the limits within which the doctrine is applied, are very clearly stated. In the same chapter Mr. Everest introduces the special case of estoppel which arises when a tenant for life enters under a will devising land to which the testator had only an inchoate possessory title, and holds until the title is complete. The tenant for life is estopped from setting up a title to the fee against the remaindermen under the will, and the completed title becomes subject to the limitations of the will: see *Dalton* v. *Fitzgerald* (1897, 2 Ch. 86). Estoppel by representation and by negligence are also forms of estoppel which have been much discussed, and they furnish Mr. Everest with occasion for examining many recent cases in which plaintiffs, who have been the losers by fraud, have sought to throw the loss upon innocent defendants whose negligence is alleged to have made the fraud possible. Of these authorities *Bank of Ireland* v. *Evans' Trustees* (5 H. L. C. 389), *Young* v. *Grote* (4 Bing. 253), and *Scholfield* v. *Earl of Londesborough* (1896, A. C. 514) are conspicuous examples. The doctrine of estoppel has not escaped judicial censure, and it requires to be applied with care, but Mr. Everest appears to have made a complete survey of the circumstances under which it can be operative, and in the present edition he has been careful to include the most recent authorities.

Marine Insurance.

THE MARINE INSURANCE ACT, 1906. By Sir M. D. CHALMERS, K.C.B., C.S.I., Draftsman of the Act, and DOUGLAS OWEN, Barrister-at-Law, late Secretary of the Alliance Marine and General Assurance Co. (Limited). William Clowes & Son (Limited).

This book presents in convenient form the latest, and not the least important, measure of consolidation which recent years have produced. In substance it is a third edition of the Digest of Marine Insurance by the same authors, but, as in other works which have passed from the condition of digest to consolidation, the propositions now have statutory sanction. The language of the Act is, of course, the primary guide upon all matters to which it relates, but the work would not be complete without a reference to the authorities on which the Act has been founded, and these accordingly are given under each section. In many cases the authorities are inserted as illustrations, and, however definite may be the words of a section, it is a great assistance to have its effect stated in the form of a concrete case. This will be found very carefully done, for instance, under section 62, which treats of

abandonment in case of a constructive total loss. A note is added to the section on the various senses in which the term "abandonment" is used, and this matter is further amplified in a note in the second appendix.

Personal Property.

PRINCIPLES OF THE LAW OF PERSONAL PROPERTY: INTENDED FOR THE USE OF STUDENTS IN CONVEYANCING. By the late JOSHUA WILLIAMS, Q.C. THE SIXTEENTH EDITION. By his Son, T. CYPRIAN WILLIAMS, Barrister-at-Law. Sweet & Maxwell (Limited).

The learned editor, in his preface to this edition of Williams on Personal Property, has some home-thrusts at the anomalous and perplexing condition in which certain parts of the law of frequent application are allowed to be left. He cites as instances the order of payment of debts in administration, which varies according as the administration is out of court, or in the Chancery Division, or in bankruptcy, and the liability under the contracts of married women. In general the administration in the Chancery Division is now assimilated to that in bankruptcy by virtue of the decision of the Court of Appeal in *Re Whitaker* (1901, 1 Ch. 9), and this overruling of the earlier decision in *Re Maggi* (20 Ch. D. 545) has led Mr. Cyprian Williams to reconsider the subject of administration and to rewrite certain parts of the chapter on the payment of debts. The student's understanding of the subject, and, for that matter, the practitioner's, will be very much facilitated by the table of the order of payment of debts which has been inserted at p. 222. The work generally, too, has undergone careful revision, and its pages bear frequent testimony to the changes, both statutory and judicial, which recent years have made in the law. The present is the fifth edition which has been issued under the editorship of Mr. Cyprian Williams, and it is certainly not likely to lose any of the prestige which the work has gained. The first edition, it may be noticed, appeared in 1848.

Books of the Week.

Sweet & Maxwell's Lawyers' Reference Book, containing (1) Complete Chronological Lists of English, Scotch, Irish, and Canadian Law Reports, shewing the period covered by each series; (2) Lists of English Law Reports from 1810 to 1907, shewing the year covered by each volume; (3) An Exhaustive List of Abbreviated Citations of Law Reports used in Text Books; (4) A Table of Regnal Years from 1 Will. 1 to 6 Ed. 7, shewing the Dates of Commencement and End of Each Year; (5) A Table shewing the Corresponding Volumes of the Old Reporters and the Revised Reports. Sweet & Maxwell (Limited).

A Handy Dictionary of Registration Terms, with Amplified Meanings, Appeal Decisions, and Case Index. By DOMINICK DALY, Esq., Revising Barrister. Billing & Sons (Limited), Guildford. Price 5s.

Nationality, including Naturalization and English Law on the High Seas and Beyond the Realm. In Two Parts. Part I.: Nationality and Naturalization. Part II.: English Law on the High Seas and Beyond the Realm. By Sir FRANCIS PIGGOTT, Kt., M.A., LL.M., Chief Justice of Hong Kong. William Clowes & Sons (Limited).

The Licensed Trade: An Independent Survey. By EDWIN A. PRATT. John Murray.

The Duties and Powers of an Arbitrator in the Conduct of a Reference. By ARTHUR REGINALD RUDALL, Barrister-at-Law. Effingham Wilson.

Prescription and Custom: Six Lectures Delivered in the Old Hall of Lincoln's-inn during Hilary Term, 1907. By THOMAS H. CARSON, K.C. Sweet & Maxwell (Limited).

Stock Exchange Ten-year Record of Prices and Dividends. Compiled by FREDERIC C. MATHIESON & SON. 1897 to 1906. Frederic C. Mathieson & Sons; Effingham Wilson.

The Public Trustee Act, 1906, with Notes and Observations Thereon. By ARTHUR REGINALD RUDALL and JAMES WILLIAM GREIG, LL.B., B.A. (Lond.), Barristers-at-Law. Being a Supplement to the Law of Trusts and Trustees, by the same Authors. Jordan & Sons (Limited).

The legal members of the Norfolk County Club at Norwich, on Wednesday in last week, entertained at dinner Sir Herbert Cozens-Hardy, in recognition of his elevation to the Mastership of the Rolls. Mr. F. C. Biofield presided.

We understand that Messrs. Stevens & Sons (Limited) have now in the press a new work on the German Law Relating to the Carriage of Goods by Sea, by Dr. Alfred Sieveking, of Hamburg. This authoritative work in English will be widely welcomed.

Correspondence.

Seisin under Deeds of Grant.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I am glad that my letter in the SOLICITORS' JOURNAL of the 2nd of March has called forth Mr. Cyprian Williams's instructive articles on this subject.

There seems to be a difficulty in accepting Mr. Cyprian Williams's contention that a deed of grant of land under the Real Property Act, 1845, gives the grantee seisin in law of the land, for it involves the assumption that two persons, not co-owners, can be seised of the same land at the same time. It seems to me that there is no true analogy between a grant of the immediate freehold in land and the grant of an advowson or rent-charge, for when an advowson or rent-charge is granted by A. to B., the whole of A.'s estate and interest passes to B., while a grant of land by A. to B., if Mr. Williams's theory is correct, leaves the seisin in deed in A., for the grant cannot take out of A. more than it gives to B. Is it possible for two persons to be seised in fee simple in severalty of the same land at the same time, one in deed and the other in law? And if so, which of them is tenant to the lord?

A statutory grant of land, as it seems to me, must operate in one of two ways—either it gives the grantee seisin in deed, as Mr. Joshua Williams, Mr. Charles Davidson, Mr. Shelford, Mr. Leake, and Mr. Challis all supposed; or it gives the grantee merely the legal estate, by analogy to the operation of a grant in the case of a reversion or remainder, as I ventured to suggest in my previous letter. No middle way seems possible.

Independently of this point, there remains a question as to the kind of seisin which is required to entitle a lord to a heriot on the death of his tenant. It is familiar learning that the kind of seisin which is sufficient for one purpose is not necessarily sufficient for another; thus although under the old law of descent seisin in deed was required to comply with the rule *seisina facit stipitem*, yet seisin in law always was, and is now, sufficient to entitle a wife to dower; on the other hand, seisin in law is not sufficient to entitle a husband to curtesy, unless the property consists of an incorporeal hereditament and the wife dies before seisin in deed can be obtained. In all these cases, however, there is no question of tenure between the deceased person and the person claiming on his death, and hence the rules governing them do not assist us in deciding such a question as that which arose in *Copestake* v. *Hoper*, for a claim to a heriot can only be maintained by a lord against the property of a person who stood to him in the relation of tenant. In such a case the question of tenure is more important than that of seisin. The principle is illustrated by the case of a mortgage of copyholds, for although a copyholder is not, strictly speaking, seised of his tenement, the rules applicable to customary seisin are practically identical with those applicable to seisin of freeholds. If, then, copyholds are mortgaged by conditional surrender, this gives the mortgagee a kind of inchoate seisin which is similar to seisin in law of freeholds, but it does not make him a tenant to the lord; the mortgagor remains tenant, and if neither the mortgagee nor his heir obtains complete seisin by admittance, a heriot is due on the death of the mortgagor and not on that of the mortgagee. In the case of freeholds also the question of tenure is more important for the present purpose than that of seisin, for the fact that a person dies seised of heriotable land does not necessarily entitle the lord to a heriot. Some nice distinctions on this point are taken in the old books. Thus if A. is seised as tenant in fee of heriotable land and conveys it to B. for life, and B. dies seised, no heriot is due, because B. was not tenant to the lord. So if a woman dies seised of land as tenant in dower, no heriot is due, because she was tenant to the heir and not to the lord, but if a man dies seised of heriotable land as tenant by the curtesy, a heriot is due, because he was tenant to the lord. On the same principle a heriot is not due on the death of one of two joint tenants, "for there is no change of the tenant, but the survivor continues tenant of the whole land": *Butler* v. *Archer* (Owen 152). On the other hand, it is stated by Mr. Watkin (Copyh. 149)—though it may be doubted whether the authorities cited by him support the proposition—that a heriot is due on the death of a reversioner, because he and the tenant for life are equally "in the seisin" of the fee: that is, both are tenants of the lord. But the most striking application of the principle is to be found in the case of disseisin. Disseisin does not destroy the relation of tenure between the disseisee and his lord, and, therefore, does not establish the relation of tenure between the disseisor and the lord; the disseisee, as Littleton remarks (section 454), remains tenant to the lord "in right and in law"; consequently in such a case a heriot will be due on the death of the disseisee, and not on that of the disseisor. If the actual seisin of a disseisor does not create the relation of lord and tenant, can it be that a mortgage by statutory deed of grant, which (assuming Mr.

Williams's contention to be correct) merely gives the mortgagee a nominal seisin, or seisin in law, has this effect? Surely not.

The same principle affords an answer to Mr. Williams's suggestion that if a mortgage of heriotable land by statutory deed of grant contains an attornment clause, this gives the mortgagee a seisin sufficient to entitle the lord to a heriot on the death of the mortgagee. As between the mortgagor and the mortgagee, the fictitious tenancy created by an attornment clause gives (or is supposed to give the) latter certain facilities in recovering possession of the land, and other remedies, but it seems incredible that such a device should create any relation of tenure between the mortgagee and the lord.

Mr. Williams remarks: "The late Mr. Joshua Williams appears never to have entertained the slightest doubt that section 2 of the Real Property Act, 1845, enabled a tenant in fee simple of land effectually to convey the legal seisin thereof by a deed of grant without any actual entry by the grantee." But Mr. Joshua Williams went much further than this: he thought that the grant passed the seisin in deed to the grantee without actual entry. In his work on Real Property (3rd ed., p. 146), after referring to the Real Property Act, 1845, he said: "A simple deed of grant is therefore now sufficient to convey the freehold or feudal seisin of all lands." And in his lectures on the Seisin of the Freehold, after explaining the effect of the conveyance by lease and release in transferring "the immediate actual possession of the lands" to the purchaser, and of the Act 7 & 8 Vict. c. 76, which enabled any person to convey by deed, "without livery of seisin or a prior lease," all such freehold land as he might have conveyed by lease or release, he went on to remark that when the Real Property Act, 1845, enacted that land should be deemed to lie in grant as well as in livery "this was a somewhat more technical way of saying what the Act of the former session had sufficiently said before. But I think you will agree with me that the abolition of two deeds for every conveyance was a very great improvement in the law." That is, Mr. Joshua Williams thought that the new deed of grant had the same effect in transferring seisin as the old lease and release. Mr. Charles Davidson, in the introduction to his Concise Precedents, took the same view. And other writers have expressed it in perfectly unambiguous language: thus Mr. Shelford (Real Property Statutes, 8th ed., p. 632), referring to the 2nd section of the Real Property Act, 1845, said that "livery of seisin is rendered unnecessary by this section." Mr. Leake (Property in Land, 51) said: "A deed of grant is now made effectual by the statute to pass the seisin and freehold without livery." And Mr. Challis (Real Property, 377) incidentally refers to "the abolition by the above-cited statute of the necessity for livery of seisin" as something too obvious to require express statement. The object of my previous letter was to draw attention to this view of the effect of the Real Property Act, 1845, which seems to me to have been accepted by the learned writers above cited without due consideration.

Mr. Cyprian Williams says that, if my opinion as to the operation of statutory deeds of grant is correct, "the only reasonable course for conveyancers to take would be to revert to the old method of assurance by lease and release." But why? A mortgage by grant gives the mortgagee the legal estate, and that is all that he requires. A mortgage by lease and release would give the mortgagee seisin in deed, and that is not what the parties desire. When a man mortgages his land he wishes to retain as much of his ownership as he can, and the mortgagee, so long as his capital and interest are secure, wishes to take upon himself as little of the burdens of ownership as possible; he certainly does not desire to make his best racehorse liable to be seized as a heriot in the event of his dying before the mortgage is paid off and the land reconveyed. If section 2 of the Real Property Act, 1845, enables mortgagees to escape liabilities of this kind, it would seem that Messrs. Hayes, Christie, and H. B. Ker are entitled to more credit than they have generally received.

CHARLES SWEET.

The Bankruptcy Acts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the letter of "Lex," published by you to-day, it seems to me that the first point that arises is whether there is "a final judgment" within the meaning of section 4 of the Bankruptcy Act, 1890. I respectfully submit there is not, and an application should be made to the court as to the manner in which the judgment should be worked out. "Lex" stating that the plaintiff having to pay to the defendant the moneys he had expended on the property, the subject-matter of the action, and that the defendant was ordered to pay the taxed costs of the action, and that "the defendant's claim above referred to exceeds that of the plaintiff," where is the "final judgment" as the basis of a bankruptcy notice?

The amount found to be due to the plaintiff, by the same judgment, as the costs to be paid by him, by that very state of things there is a "set off" or "cross" demand which has already been successfully "set up in the action," and in the exercise of its inherent equitable jurisdiction, the court, in my opinion, would grant a "stay of proceedings" with costs—such proceedings being an "abuse of the procedure of the court"—without going into the question of "action for maliciously procuring something to be done under legal process." Under these quoted headings see thereon "Williams on Bankruptcy."

Whitley Bay, May 25. ROBERT SCOTT HOPPER.

Points to be Noted.

Conveyancing.

Trustee—Power of Sale—Concurrence of Beneficiaries.—A trustee who sells property without the authority of a proper power of, or trust for, sale may cure the defect by obtaining the concurrence of all the beneficiaries, but the effectiveness of this course will depend upon the time at which he is in a position to shew that the necessary consents have been obtained. Ordinarily a purchaser who finds that the vendor is not able to make a title is entitled to repudiate the contract. He is not bound to wait to see if the vendor can induce some third person whose concurrence is necessary to join in the sale: *Farrar* v. *Nash* (35 Beav. 167). And though possibly the purchaser cannot repudiate on this ground till after the day fixed for completion has passed, yet an offer to obtain the concurrence of beneficiaries after that date comes too late: *Re Head's Trustees and Macdonald* (45 Ch. D. 310). Where, however, the trustee has taken the precaution to procure the written authority of the beneficiaries before the sale, and in answer to the objection that he is selling as trustee without any power in that behalf, offers to obtain their concurrence, the objection is sufficiently answered, and the purchaser must accept the title.—RE BAKER AND SELMON'S CONTRACT (Swinfen Eady, J., Jan. 15) (1907, 1 Ch. 238).

Child En Ventre Sa Mère—When to be Treated as "Born" for the Purposes of Will.—It is well known that for some purposes a child who is *en ventre sa mère* at the time when a limitation under a will takes effect is treated as if he were then born. This is so, for instance, in dealing with the rule against perpetuities, and, for the purpose of avoiding the application of the rule, such a child is treated as a life in being at the time of the testator's death. And it is the same where there is a limitation in favour of children who are "living" or "born" at a given time, the reason being that they are just as much within the intention of the gift as if they were then actually born. But, at any rate as to the word "born," this is a departure from the natural meaning of the word, and is only permissible when the result is to confer a benefit upon the child. "The fiction or indulgence of the law," said Lord Westbury, C., in *Blasson* v. *Blasson* (2 De G. J. & S. 665), "which treats the unborn child as actually born applies only for the purpose of enabling the unborn child to take a benefit which, if born, it would be entitled to, and it is limited to cases where *de commodis ipsius partûs quæritur*." This limitation was set aside by the Court of Appeal, where Lord Westbury's rule was treated as being opposed to the tendency of the authorities; but it has been restored by the House of Lords, and accordingly a proviso in a will, cutting down to a life interest in the case of grandchildren of the testator born in his lifetime estates tail previously given to them, was held not to apply to a grandchild *en ventre sa mère* at the testator's death.—VILLAR v. GILBEY (H.L., March 19) (1907, A. C. 139; *ante*, p. 341).

CASES OF THE WEEK.

House of Lords.

POOLE AND OTHERS v. NATIONAL BANK OF CHINA (LIM.).
28th May.

COMPANY—REDUCTION OF CAPITAL—SCHEME—EXTINGUISHMENT OF FOUNDERS' SHARES—CAPITAL LOST OR NO LONGER REPRESENTED BY AVAILABLE ASSETS—SANCTION OF THE COURT—COMPANIES ACTS, 1867 AND 1877 (30 & 31 VICT. C. 131, SS. 9, 126; AND 40 & 41 VICT. C. 26, S. 3).

A scheme for the reduction of the capital of a limited bank provided that the ordinary shares should be written down and that the founders' shares, of which there were 750, should be cancelled.

The petition for the sanction of the court to the proposed scheme was opposed on several grounds by certain dissentient shareholders, who between them held forty-four founders' shares.

Held, that the sole question which the court had to consider was whether the reduction was fair and equitable as between the different classes of shareholders, it being no part of the business of a court of justice to determine the wisdom of a course adopted by a company in the management of its own affairs.

Per Lord Macnaghten.—*The power conferred by the Act of* 1867 *is perfectly general. It is not necessary, in order to give the court jurisdiction to*

entertain a petition, to prove that the capital which the company proposes to cancel is lost or unrepresented by available assets.

Appeal from an order of the Court of Appeal affirming an order made by Farwell, J., granting the prayer of a petition to reduce the capital of a bank. The object of the petition was to obtain confirmation by the court of an extraordinary resolution duly passed at general meeting whereby it was resolved "that the capital of the company be reduced from £1,000,000 divided into 750 shares of £1 each (founders' shares) and 99,925 shares of £10 each (ordinary shares) to £699,475 divided into 99,925 shares of £7 each, and that such reduction be effected by writing off the whole amount paid or credited as paid on each of the 750 shares of £1 each and cancelling those shares, and by writing off £3 per share, part of the sum of £8 per share which has been paid or credited as paid on the 40,453 shares of £10 each which have been issued, and by reducing each of the 99,925 shares of £10 each to a share of £7." The company was incorporated in 1891 for the purpose of trading as a bank in China and the Far East. The greater part of the capital subscribed in England was converted into dollars at an average rate of 3s. to the dollar and transmitted to Hong Kong. The value of the dollar having fallen about 1s. 8d. the directors considered that the nominal capital should be reduced to such a sum as the assets of the bank, calculated on the present value of the dollar, would meet if the assets had to be liquidated. The assets calculated on this basis shewed a deficit of £142,866, and the scheme proposed to reduce this by writing off reserves to the amount of £20,757 and writing down capital in the way set out in the resolution. In the directors' opinion the commercial value of the founders' shares was nil, and that in the interest of the company they should be cancelled, as unless this was done it would be almost impossible to raise further capital should that appear at some future time to be desirable. All the shareholders, including the holders of founders' shares, agreed to this scheme except the present appellants. They maintained that the extinguishment of this class of shares would be in contravention of the bargain contained in the memorandum and articles of association, and therefore while they did not contend that the nominal value of the shares could not be written down they denied that they could be wholly cancelled. They also submitted that it was not conclusively proved that the liabilities exceeded the assets to the extent of the proposed reduction, and they complained that the whole of the reserve funds by some £11,000 had not been used to reduce the deficit. The appeal was argued some time back, and judgment was reserved.

Lord LOREBURN, C., in moving that the appeal should be dismissed, said he saw nothing to induce their lordships to interfere with the conclusion arrived at by Farwell, J., and by the Court of Appeal.

Lord MACNAGHTEN concurred and pointed out that there was a growing tendency to narrow and restrict the power to reduce capital. He referred to the *British and American Trustee and Finance Corporation* v. *Couper* (1894, App. Cas. 846), where Lord Herschell pointed out that neither the Act of 1867 or 1877 prescribed the manner in which the reduction of capital was to be effected, nor was there any limitation of the power of the court to confirm the reduction except that it must first be satisfied that all the creditors entitled to object to the reduction had either consented or been paid or secured.

Lord ROBERTSON and Lord ATKINSON concurred. Appeal dismissed.—COUNSEL, *Eve*, K.C., *C. E. E. Jenkins*, K.C., and *Whinney*; *Upjohn*, K.C., and *Kirby*. SOLICITORS, *Slaughter & May*; *Paines, Blyth, & Buxtable*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

HARRINGTON *v.* **RAMAGE.** Kekewich, J. 28th May.

PRACTICE—ORDER BY MASTER IN CHAMBERS—MOTION TO DISCHARGE ORDER—VEXATIOUS ACTION—STAYING PROCEEDINGS OR DISMISSAL OF ACTION.

An order made by a master in chambers cannot be varied or discharged by motion in court. The proper form of order to stop a vexatious action is to dismiss the action.

In this case the learned judge directed attention to the following decision upon practice.

KEKEWICH, J.—This is the second time within a few weeks that an application has been made before me to vary or discharge an order made by a master in chambers. It is a master's duty to adjourn a summons to the judge upon application by any suitor, and no master will venture to refuse to do so. When the matter is before the judge it may be decided in chambers or adjourned into court, and the order then made may be varied or discharged by motion, but any motion of this kind to vary or discharge the master's order is wholly irregular and will be refused.

Counsel for the defendant then asked for an order in the terms of the order made by the Court of Appeal in *Grepe* v. *Loam* (37 C. D. 168) restraining the plaintiff from making any further application in the action without the leave of the court, and also that all proceedings in this action should be stayed.

KEKEWICH, J.—I refuse to bar the door to any claimant. It is the inherent right of any suitor to come to the court to claim relief however vexatious or oppressive his suit may be. As to the motion to stay all proceedings in this action, the proper form of order is that the action be dismissed. So long as proceedings are only stayed either party can come to the court—*e.g.*, by motion. This action is dismissed with costs.—COUNSEL, *Farleigh*; *Sargant*. SOLICITORS, *William Drake*; *Hollams, Sons, Coward, & Hawksley*.

[Reported by A. S. OPPÉ, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **PIDCOCK.** **PENNY** *v.* **PIDCOCK.** Joyce, J. 5th March; 11th May.

MORTGAGE—EQUITABLE CHARGE—APPROPRIATION OF SECURITIES BY DEBTOR.

Where a client deposited a sum of money for investment with a firm of solicitors, who appropriated certain securities belonging to one of the partners, as executor of a late member of the firm, as security for the debt in circumstances which were not disclosed to the client until after the bankruptcy of the firm,

Held, that a good equitable charge had been created, and that the client was not prevented from claiming his security, although he had proved as an unsecured creditor in the bankruptcy, the proof having been made before he became aware of his rights.

In 1893 one John Smith, a market gardener at Eastbourne, deposited £200 with R. Pidcock for investment. R. Pidcock was then a solicitor in practice at Eastbourne. At that time he owned certain interests in Roselands Cottage as lessee, and also under two deeds, one a sublease by him to one Ball, and the other a mortgage by Ball to R. Pidcock, of the sublease. R. Pidcock died in 1894, and his son R. G. Pidcock, who was the sole executor, continued his father's business under the same style. In 1899 R. G. Pidcock sold some property for Smith and the proceeds, £400, were left with him for investment. Interest was regularly paid to Smith on £200 and £400, but no investments had ever been made nor was any security appropriated in respect of this money. In 1903 Smith's business with the firm was managed by a brother of R. G. Pidcock—namely, A. Pidcock, who acted within the firm as managing clerk. In that year A. Pidcock asked R. G. Pidcock whether Smith should not have some security for his £600, and then R. G. Pidcock took the two deeds relating to Roselands out of a private safe and handed them to A. Pidcock, and the latter placed them in a safe containing only client's papers in a pigeon-hole marked with the letter S. In December, 1906, a receiving order was made against the firm. R. G. Pidcock went away, and A. Pidcock took the two deeds to his house, but then, or shortly afterwards, was arrested under the Bankruptcy Acts, and Smith never knew of his security until A. Pidcock was released. The estate of R. Pidcock was ordered to be administered in the above action, and J. Smith now claimed a declaration that he was entitled to a charge or equitable interest in the Roseland Cottage property.

JOYCE, J., held as a fact that R. G. Pidcock and A. Pidcock agreed that the Roseland Cottage property to which the title deeds related should be made a security for the money deposited by Smith. It was true that when the receiving order was made Smith lodged a proof as an unsecured creditor, together with a formal affidavit, but the learned judge did not attach much importance to the lodgment of the proof. The deeds clearly formed a security, and a good equitable security was created in favour of Smith upon the principles stated in *Middleton* v. *Pollock* (2 Ch. D. 104), *Nevo, France, & Garrard* v. *Hunting* (1897, 2 Q. B. 19 (*sub. nom. Sharp* v. *Jackson*), 1899, A. C. 419), and *Taylor* v. *London and County Bank* (1901, 2 Ch. 231).—COUNSEL, *Hughes*, K.C., and *R. M. Patterson*; *Younger*, K.C., and *Waggett*; *E. P. Hewitt*. SOLICITORS, *Field, Roscoe, & Co.*, for *A. H. Stapler*; *Chester, Broome, & Griffithes*; *Martin & Nicholson*.

[Reported by A. S. OPPÉ, Barrister-at-Law.]

High Court—King's Bench Division.

GOODWIN *v.* **SALE.** Div. Court. 15th and 16th April.

SLAUGHTER-HOUSE—LICENCE—PERSONAL LICENCE TO SLAUGHTER AT A PARTICULAR PLACE—CONTINUOUS USER OF PREMISES—TOWNS IMPROVEMENT CLAUSES ACT, 1847 (10 & 11 VICT. c. 34), ss. 125, 126—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55).

Held, that a licence for a slaughter-house, granted under section 125 of the Towns Improvement Clauses Act, 1847, was a personal licence, and determined on the death of the licensee.

Case stated by the borough justices of Leominster, before whom the appellant Charles Goodwin, a butcher, had been convicted of using certain premises in Wesbury-street, Leominster, as a slaughter-house, by slaughtering therein a sheep, without having first obtained a licence from the corporation of Leominster, being the urban sanitary authority for the district, authorising him to use the premises as a slaughter-house, the premises not then being a place which had been used and occupied as a slaughter-house at the time of and continuously since the passing of the Public Health Act, 1875, contrary to the provisions of the Towns Improvement Clauses Act, 1847, and the Public Health Act, 1875. The town council had adopted the Local Government Act, 1858, which imported section 126 of the Towns Clauses Improvement Clauses Act, 1847, providing that no new slaughter-houses in future should be erected without a licence. On the 7th of April, 1874, the town council granted a licence of the premises to one H. Smith, and they were registered as a slaughter-house. H. Smith died in 1881 and his widow used the premises as a slaughter-house continuously till 1898 and occasionally till 1906. On the 24th of June, 1906, the appellant came into occupation, and the present charge was that he slaughtered a sheep there on the 24th of September. The respondent contended that the licence granted to H. Smith was a personal licence only and

determined on his death in 1881, and therefore the appellant was not "a person so licensed" within section 126 of the Towns Improvement Clauses Act, 1847, and had failed to prove that the premises had been continuously used as a slaughter-house since the coming into force of the Public Health Act, 1875, or of the Act of 1858, and that the user since 1898 did not constitute continuous user. The appellant contended that there were two classes of slaughter-houses contemplated by section 126—namely, old houses in use at the adoption of the Act of 1858 required to be registered, and new ones under licences granted since, and that the premises were by virtue of the licence to H. Smith of the second class; that this was not a personal licence to Smith only, but one granted to the premises, which enured after his death for the benefit of successive occupiers, and that the appellant was a person duly licensed within section 126. The justices adjudged that the appellant was guilty of the offence charged and they fined him 10s. but made no order as to costs.

THE COURT (DARLING and PHILLIMORE, JJ.) held that the justices were right. Continuous user did not apply. The licence granted to H. Smith was one personally to slaughter in a particular place. It determined at his death and did not afterwards enure for the benefit of the successive owners of the premises. Appeal dismissed.—COUNSEL, *Bailhache; J. B. Matthews.* SOLICITORS, *G. & A. Marshall*, for *H. J. Southall*, Leominster; *Andrews, Fawcus, & Co.*, for *W. T. Sale*, Leominster.

[Reported by ERSKINE REID, Barrister-at-Law.]

ANDERSEN *v.* **MARTEN.** Channell, J. 10th May.

INSURANCE (MARINE)—POLICY ON DISBURSEMENTS—WARRANTED FREE OF CAPTURE, SEIZURE, AND DETENTION AND THE CONSEQUENCES OF HOSTILITIES—CONTRABAND—COLLISION WITH ICE CAUSING LEAKS—CAPTURE—BREACHING OF VESSEL BECAUSE OF LEAKS TWENTY-FOUR HOURS AFTER CAPTURE—DIVESTING OF PROPERTY—PRIZE COURT.

Where a neutral vessel carrying contraband is captured by a belligerent, and is subsequently condemned by a Prize Court, the property in it passes to the captors as from the time of capture. Accordingly where the vessel has to be beached twenty-four hours after capture by reason of leaks sustained by perils of the seas prior to the capture, and becomes a total loss, and is condemned, the assured cannot recover against underwriters for a total loss by perils of the seas under a policy on disbursements if the policy is warranted free of capture, seizure, and detention, for the property has passed from him and the vessel is already lost to him before the stranding takes place. Mere capture without condemnation by the Prize Court does not divest the property in the ship.

During the Russo-Japanese war a neutral ship carrying contraband of war (coal) for one of the belligerents attempted to reach Vladivostok. Before reaching that port the vessel collided with floating ice, which damaged the bows and caused serious leaks. The vessel was put about and, the crew having mutinied, the captain steamed for Hakodate, a port of refuge. Owing to the condition of the vessel a course was steered close along the coast. When within thirty miles of Hakodate the vessel was stopped on the 26th of February by a Japanese cruiser. An officer remained on board who ordered the vessel to be steered for Yokosuka, a port where a Prize Court was sitting. Having steamed forty miles, the vessel, owing to the leaks having become worse, had to be beached on the 27th of February. The vessel became a total wreck, having broken her back. The ship and cargo were subsequently condemned by the Prize Court. The vessel had a good chance of getting safely into a port of refuge had the Japanese cruiser not interfered with her. The shipowner had effected an insurance on his vessel, the material parts of the policy being as follows: "For and during the space of twelve calendar months . . . £3,300 upon any kind of goods and merchandises and also upon the body, tackle . . . of and in the good ship R. . . . The said ship, &c., goods and merchandises, &c. . . . are and shall be valued at say on disbursements, subject to the printed clauses attached." Perils insured against were "of the seas, men of war . . . takings at sea, arrests, restraints and detainments of kings, princes, and people." The following clause was stamped on the policy: "Warranted free of all average, being against the risk of total and/or constructive total loss . . . only, as per clause attached." The attached clauses provided: "Warranted free from all average, being against the risk of total loss only. A total loss or constructive total loss paid by underwriters on hull and machinery to constitute a total loss under this policy. Warranted free from capture, seizure, and detention, and the consequences of hostilities, piracy and barratry excepted." During the currency of the policy, the events as stated above happened and the shipowner sued one of the underwriters under the policy to recover for a total loss of disbursements. It was contended on behalf of the plaintiff that the vessel was a total loss caused by the perils of the seas before condemnation by the Prize Court, and that being a peril insured against, the underwriters were liable on the policy. The arrest was not the proximate cause of the loss; that was only a conditional arrest, and the directing of the vessel by the Japanese officer to Yokosuka did not take the possession of the vessel out of the owner. Until condemnation by the Prize Court the property remained in the owner and he had an insurable interest. There was no loss by capture. Further, the loss was not the consequence of hostilities. The stranding was not proximately caused by the capture on the day before, nor through anything connected with the capture, but by reason of the danger to life caused by the leaks caused by the ice. The vessel was not taken from a safe to a dangerous place. The orders of the Japanese officer were the remote cause. It was contended on behalf of the defendant that the vessel was lost by capture, which was an excepted peril, and the underwriters were not liable. The vessel was taken from the owner absolutely on the 26th of February. The ownership was divested and the decision of the Prize Court dated back to the taking. Further, the loss was a consequence of hostilities. The belligerent took the vessel into a stormy sea, and but for the taking the vessel would never have been in the place where she was beached. The alteration of the destination prevented the vessel being saved; that was an act of hostility. Whether the loss was by capture or by consequence of hostilities, the underwriters were not liable. There was no loss by perils of the seas. At the stranding the vessel was already lost to the owner.

CHANNELL, J., said that if the effect of the Japanese officer boarding the vessel and directing the vessel to be taken to Yokosuka was to wrest the property in the ship from the owner, it was then and there lost to him, and he could not lose it again and he had no insurable property left. The fabric of the ship was lost by shipwreck, but the question was, who lost it? If the capture passed the property the Japanese lost the vessel. There was an intent to deprive the owner of his property, and there was a capture in that sense. Although the mere capture of itself without condemnation by a Prize Court did not divest the property in the ship, yet when condemnation did take place the property passed as from the time of capture. The shipwreck was only the indirect consequence of hostilities. There was a total loss by capture, and the underwriters were not liable. Judgment for the defendant.—COUNSEL, *J. A. Hamilton*, K.C., and *Balloch; Scrutton*, K.C., and *Bailhache.* SOLICITORS, *Woodhouse & Davidson; W. A. Crump & Son.*

[Reported by W. T. TURTON, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

TAYLOR *v.* **TAYLOR.** 17th May.

DIVORCE—DESERTION AND ADULTERY—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895—SEPARATION ORDER—BAR.

A wife, who had obtained an order from justices for separation from her husband on account of his desertion, enforced the order, and subsequently filed a suit for divorce, on the ground of the respondent's desertion and adultery,

Held, that the court could not entertain the plea of desertion.

A petition for divorce on the ground of the respondent's desertion and adultery. The parties were married in 1895. In July, 1898, the respondent deserted the petitioner, and had never since returned to her. In the following August she discovered that he was living in Manchester with a woman named Russell. Accordingly in October the petitioner summoned the respondent under the Summary Jurisdiction (Married Women) Act, 1895, and obtained a separation order at the Sheffield Petty Sessional Court on the ground of desertion, although only an allowance was desired. In March, 1907, the respondent was arrested under a warrant for arrears of maintenance and sentenced to a term of imprisonment, but after serving a portion only of his sentence was released, as the petitioner consented to accept a lesser sum than the full amount. It was contended on behalf of the petitioner that the case was similar to *Failes* v. *Failes* (1906, P. 326), in which his lordship—distinguishing *Dodd* v. *Dodd* (1906, P. 189)—had granted a decree *nisi* to a wife, notwithstanding that she had previously obtained a magistrate's separation order on the ground of her husband's desertion. [BUCKNILL, J., said that in *Failes* v. *Failes* the husband never paid anything.] The decision of Bargrave Deane, J., in *Smith* v. *Smith* (1905, P. 249) was also cited in support. It was further submitted that if the court accepted the evidence of the petitioner that she only sought an allowance at the Sheffield Petty Sessional Court, and that therefore the order was incorrect, the latter could be set aside. [BUCKNILL, J., pointed out that the petitioner had enforced the order and had accepted payment from the respondent.] In giving judgment,

BUCKNILL, J., said that it was a hard case, but only one of many similar ones under the Act of 1895. There was not the slightest doubt that the respondent left his wife and committed adultery. Being unable to put an end to her husband's mode of living, the petitioner applied to the justices for maintenance on the ground of his desertion, and was granted a separation order, although she had not specifically asked for one. The husband got in arrears with the payments, and was sentenced to imprisonment, but was released, as his wife accepted a smaller amount in full discharge of the whole liability. The effect of the petitioner's action was that she had accepted payment of an allowance paid irregularly as if it had been paid regularly, and therefore the parties were in the same position as if she had sued him for arrears under a voluntary deed. The order made by the justices terminated the desertion, and, therefore, even if he desired to do so, the respondent could not of his own accord return to the petitioner and put an end to the desertion. It was impossible for him (his lordship) to find "desertion," as the petitioner had taken the law into her own hands and had received the respondent's money. The charge of adultery was established, and he would accede to counsel's application and grant leave for the petition to be amended by alleging cruelty.—COUNSEL, *Bayford.* SOLICITORS, *Halse, Trustram, & Co.*, for *A. M. Wilson*, Sheffield.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

VON ECKHARDSTEIN *v.* **VON ECKHARDSTEIN.** 13th May.

JUDICIAL SEPARATION—FOREIGN DOMICIL—CROSS SUIT FOR DIVORCE IN FOREIGN COUNTRY—STAY OF PROCEEDINGS IN ENGLAND.

When a petitioner, whose domicil is foreign, has commenced a suit for judicial separation in this country, she is entitled to proceed, notwithstanding that her husband has subsequently commenced proceedings for a divorce in the country of the domicil.

Summons adjourned into court. An application by the respondent,

Baron von Eckhardstein, that a judicial separation suit instituted against him on the 28th of January, 1907, by his wife, Baroness von Eckhardstein, *née* Maple, on the ground of his adultery and cruelty, should be stayed until his suit for a divorce, subsequently commenced on the 4th of March, 1907, in Berlin, on the ground of her disobedience in not dismissing her medical attendant at his request, had been heard and determined. On behalf of the respondent it was urged that there would be no delay about the trial in Germany, and that where a suit for dissolution of marriage was pending in the courts of the domicil of the parties, this court should not try a suit for judicial separation between the same parties. Protection was the basis of judicial separation suits, but in the present case there was no idea of such a thing, for the parties were not living together. Moreover, the court was not competent to deal with the matter when another court was trying the question of the dissolution of the marriage. It was contended, on behalf of the petitioner, that she was a competent suitor in the English court, that she was a suitor in good faith, and therefore the court ought not to deprive her of the right to pursue her suit. *Thornton* v. *Thornton* (30 Solicitors' Journal 401; 11 P. D. 176) was cited.

Bargrave Deane, J., said that he had already decided in chambers that the court had jurisdiction as between these parties, domiciled Germans (*E.* v. *E.*, 23 T. L. Rep. 364), and therefore the only question remaining for decision was whether the wife's suit should be stayed. It was clear that the domicil of the parties—who had resided in this country for the last ten years—was German, but disputes had arisen between the wife and husband, and on the pleadings the former complained of her husband's cruelty, and was therefore entitled to claim the court's protection. If she was entitled to bring her suit, why should she be deprived of the right to pursue it? The petitioner was living in this country, and the court derived its jurisdiction in matters affecting judicial separation from the old Ecclesiastical Court, and whenever people were resident within a diocese the bishop had the right to interfere *pro salute animæ*. In the present case Baroness von Eckhardstein came to the successor of the old Ecclesiastical Court and sought relief. The petition in Germany looked like an attempt to stay proceedings in this country. The summons would be dismissed with costs. Leave to appeal was granted, and also to file an affidavit dealing with the effect of German law.—Counsel, *Duke*, K.C., and *Harvey Murphy*; *Sir E. Carson*, K.C., and *Bayford*. Solicitors, *Lewis & Lewis*; *Hasties*.

[Reported by Digby Cotes-Preedy, Barrister-at-Law.]

New Orders, &c.

Circuits of the Judges.

At the Court at Buckingham Palace, the 7th day of May, 1907. Present, the King's Most Excellent Majesty in Council.

Whereas by an Order in Council, bearing date the 28th day of July, 1893, as subsequently amended, certain arrangements as regards the circuits of the judges were approved:

And whereas it is expedient that the said Order be amended on account of certain alterations which have been made in the dates of the Long Vacation in the Supreme Court:

Now, therefore, His Majesty in Council is pleased to order and it is hereby ordered as follows:—

The Commission days for the several places on the respective circuits for the assizes to be hereafter holden shall, as far as may be practicable and the business to be done may allow, be fixed by the Judges in manner heretofore accustomed in accordance with the scheme set out in the Schedule hereto, but in fixing such Commission days—

(*a*) The order of towns may be changed on any circuit when it is desirable to prevent the Assizes at any town being holden contemporaneously with special local events or for any other special reason, and

(*b*) The dates of the Commission days named in the Schedule for any town may be altered so as to provide for anticipated business, or the anticipated absence of business, but no alteration of the dates of such Commission days which will diminish the number of Judges in town at any period of the sittings shall be made without the consent of the Lord Chief Justice of England.

The Schedule to this Order shall be substituted for the Schedule to the Order in Council relating to circuits dated the 28th of July, 1893, and the said Order in Council shall take effect subject to the substitution made by this Order, and any copy thereof hereafter printed may be printed with the substitution made by this Order.

The Order in Council of the 1st day of March, 1907, is hereby revoked.

A. W. Fitzroy.

SCHEDULE.

Easter Circuit.

Northern.

Manchester (2), civil and criminal, April 17	Liverpool (2), civil and criminal, May 2	

North-Eastern.

Leeds (1), criminal only, May 2

When Whit Sunday falls before the 21st May, the dates shall be altered so as to enable these circuits to end on the Thursday before Whit Sunday.

Summer Circuit (Civil and Criminal).

South-Eastern.

Huntingdon, May 24 Cambridge, May 27 Bury St. Edmunds, May 30 Norwich, June 4	Chelmsford, June 10 Hertford, June 15 Lewes, June 19	Maidstone, June 28 Guildford, July 9 End July 15.

Midland.

Aylesbury, June 3 Bedford, June 6 Northampton, June 10 Leicester, June 14	Oakham, June 20 Lincoln, June 21 Derby, June 27 Nottingham (2), July 4	Warwick, July 10 Birmingham (2), July 16 End July 31.

Oxford.

Reading, June 3 Oxford, June 7 Worcester, June 11 Gloucester, June 17	Monmouth, June 24 Hereford, June 29 Shrewsbury, July 3	Stafford (2), July 9 Birmingham (2), July 16 End July 31.

Western.

Salisbury, May 24 Dorchester, May 28 Wells, June 1	Bodmin, June 6 Exeter (2), June 11 Winchester (2), June 18	Bristol (2), June 25 End July 2.

North-Eastern.

Durham (2), June 24 Newcastle (2), July 1	York (2), July 8 Leeds (2), July 12	End July 31.

Northern.

Appleby, June 19 Carlisle, June 21	Lancaster, June 25 Manchester (2), July 1	Liverpool (2), July 16 End July 31.

North Wales.

Newtown, May 24 Dolgelly, May 27 Carnarvon, May 29	Beaumaris, June 3 Ruthin, June 5	Mold, June 8 End June 10.
Chester (2), July 9	Swansea (2), July 16	End July 31.

South Wales.

Haverfordwest, May 24 Lampeter, May 28	Carmarthen, May 30 Brecon, June 4	Presteign, June 7 End June 10.

Autumn Circuit (Criminal only unless otherwise stated).

South-Eastern.

Cambridge, Oct. 12 Bury or Ipswich, Oct. 17 Norwich, Oct. 22	Chelmsford, Oct. 29 Hertford, Nov. 4 Lewes, Nov. 8	Maidstone, Nov. 16 Guildford, Nov. 26 End Nov. 30.

Midland.

Aylesbury, Oct. 16 Bedford, Oct. 19 Northampton, Oct. 22 Leicester, Oct. 25	Lincoln, Oct. 30 Derby, Nov. 4 Nottingham, Nov. 9 Warwick, Nov. 14	Birmingham (2), civil and criminal, Nov. 19 End Nov. 28.

Oxford.

Reading, Oct. 12 Oxford, Oct. 16 Worcester, Oct. 19 Gloucester, Oct. 24	Monmouth, Oct. 29 Hereford, Nov. 1 Shrewsbury, Nov. 4 Stafford, Nov. 7	Birmingham (2), civil and criminal, Nov. 19 End Nov. 28.

Northern.

Carlisle, Oct. 21 Lancaster, Oct. 24	Manchester (2) civil and criminal, Oct. 28 End Nov. 27	Liverpool (2), civil and criminal, Nov 11

North-Eastern.

Newcastle, Nov. 2 Durham, Nov. 6	York, Nov. 14 End Dec. 7	Leeds (2), civil and criminal Nov. 18

Western.

Salisbury or Devizes, Oct. 12 Dorchester, Oct. 16 Wells or Taunton, Oct. 19	Bodmin, Oct. 25 Exeter, Oct. 29 Winchester, Nov. 5	Bristol, Nov 14 End Nov. 19

North and South Wales.

Carnarvon, Oct. 12 Ruthin, Oct. 16 Chester, Oct. 19	Carmarthen, Oct. 26 Brecon, Oct. 29	Cardiff or Swansea, civil and criminal, Nov. 1 End Nov. 18

Winter Circuit (Civil and Criminal).

South-Eastern.

Huntingdon, Jan. 11 Cambridge, Jan. 14 Ipswich, Jan. 18	Norwich, Jan. 24 Chelmsford, Jan. 31 Hertford, Feb. 7 End March 2	Lewes, Feb. 11 Maidstone, Feb. 19 Guildford, Feb. 26

Midland.

Aylesbury, Jan. 31 Bedford, Feb. 4 Northampton, Feb. 7 Leicester, Feb. 11	Oakham, Feb. 15 Lincoln, Feb. 16 Derby, Feb. 22 Nottingham (2), March 1	Warwick, March 7 Birmingham (2), March 13 End March 27

Oxford.

Reading, Jan. 31 Oxford, Feb. 4 Worcester, Feb. 7	Gloucester, Feb. 13 Monmouth, Feb. 21 Hereford, Feb. 25 End March 27	Shrewsbury, Feb. 28 Stafford (2), March 6 Birmingham (2), March 13

Western.

Devizes, Jan. 11 Dorchester, Jan 15 Taunton, Jan. 19	Bodmin, Jan. 24 Exeter (2), Jan. 29 Winchester (2), Feb. 4	Bristol (2), Feb. 11 End Feb. 18

North-Eastern.

Newcastle (2), Feb. 19 Durham (2), Feb. 26	York (2), March 5 Leeds (2), March 9	End March 2

Northern.

Appleby, Jan. 31 Carlisle, Feb. 2	Lancaster, Feb. 7 Manchester (2), Feb. 11	Liverpool (2), Feb. 27 End March 14

North Wales.

Welshpool, Jan. 11 Dolgelly, Jan. 15	Carnarvon, Jan. 17 Beaumaris, Jan. 22 End Jan. 30	Ruthin, Jan. 24 Mold, Jan. 28
Chester (2), March 8	Cardiff (2), March 15	End March

South Wales.

Haverfordwest, Jan. 11	Carmarthen, Jan. 17	Prestcign, Jan. 25
Lampeter, Jan. 15	Brecon, Jan. 22	End Jan. 28
Chester (2), March 8	Cardiff (2), March 15	End March 27

County Court, England.

JURISDICTION.

I, Robert Threshie Baron Loreburn, Lord High Chancellor of Great Britain, by virtue of the powers vested in me by section 92 of the Bankruptcy Act, 1883, and section 1 of the Companies Winding-up Act, 1890, and of all other powers enabling me in that behalf, do hereby, for the purposes of the said Acts, order as follows:

The district of the County Court of Northamptonshire held at Thrapstone and Oundle shall be attached to the County Court of Northamptonshire held at Peterborough, and the County Courts (Bankruptcy and Companies Winding-up) Jurisdiction Order, 1899, shall be read and have effect in accordance with this order. Loreburn, C.

Prisons to which Committals may be Made.

In pursuance of the power vested in me by section 163 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), I hereby order as follows:

1. The place of imprisonment for prisoners committed either for contempt, or in pursuance of the Debtors Act, 1869 (32 & 33 Vict. c. 62), by a judge of any of the County Courts held at the towns or places (in this order called "court towns") named in the first column of the schedule thereto, shall be the prison specified in the second column of the schedule.

2. So much of the order dated the 31st Aug., 1899, as relates to these courts is hereby revoked.

3. This order shall come into operation on the 1st day of May, 1907.

Schedule.

Name of Court Town.	Name of Prison to which prisoners from the Court held at such Town are to be committed.
Accrington ... ... Blackburn ... ... Chorley ... ... Darwen ... ... Preston	Preston.

Herbert John Gladstone, One of His Majesty's Principal Secretaries of State.

Whitehall, 25th April, 1907.

The State of Business in the King's Bench Division.

In the House of Commons on Monday last, Sir E. Carson asked the Attorney-General whether he could state the number of cases now standing for trial or hearing in the King's Bench Division; how many judges would be available in London for the trial of such cases, having regard to the summer circuits; and whether any arrangements had been or would be made by which such cases, or the greater portion of them, might be disposed of before the Long Vacation.

The Attorney-General said the number of cases in the King's Bench Division now standing for trial is as follows: Special juries, 192; common juries, 208; non-juries, 139; commercial cases, 20; Order XIV., 10; assigned actions, 3—total, 572. This is in addition to Crown Paper, Revenue Paper, and Railway Commission. The number of judges available for the trial of these cases is as follows: Provided none are absent from illness or otherwise, for the first fortnight, ten; the third and fourth week, nine; the fifth week, six; the sixth week from five to seven; the seventh week, five; the eighth week, seven; the ninth week, six; and the last three days, seven. In other words, not counting Saturdays, which are devoted almost exclusively to cases under Order XIV., Rule 8, and omitting the judge dealing with the commercial list, it would be as if there one judge taking special juries for seventy-eight days, one taking common juries for eighty days, and one taking non-juries for forty-seven days. The Government have fully realized the importance of taking steps to ensure that these cases shall be tried before the Long Vacation. Some weeks ago I communicated to the Lord Chief Justice the desire that this should be done, and informed him, with the concurrence of the Lord Chancellor and the Chancellor of the Exchequer, that a sufficient number of commissioners would be appointed to go on circuit so as to allow of such a staff of judges relinquishing their summer circuits and remaining in town as might be adequate to the hearing and disposal of all these cases before the adjournment of the court for the autumn recess. I have the permission of the Lord Chief Justice to say—and I read from his letter that "in the event of an additional judge of the King's Bench Division being appointed promptly, and a second commissioner nominated to take a circuit, I have no doubt that, unless anything unforeseen occurs, we shall be able to dispose by the end of July of all the cases entered for trial to the middle of the present month" (May). A second commissioner has been appointed accordingly, and more commissioners would have been appointed if it had been desired. The creation, with the sanction of Parliament, of an additional judge is receiving the consideration—I think I may add the favourable consideration—of the Lord Chancellor. I have before me a forecast made in an official quarter, from which it would appear that the estimate of the Lord Chief Justice with regard to the disposal of the business of the King's Bench Division may be unduly sanguine, and that one half only of the cases can be tried between now and the 1st of August unless some of the judges give up their circuits and remain in town. Whether this be so or not, I wish it to be understood that his Majesty's Government are willing to relieve the judges of the obligation to go on circuit, and to provide the necessary expense involved in their remaining in London in order that the London lists shall be disposed of. The Government have done, and they are prepared to do, what they can to bring about the most desirable object of ensuring the trial of the causes which stand for hearing in the King's Bench Division before the Long Vacation, and they feel that there will be cause for much disappointment if this cannot be done. I may add with regard to the future regulation of the business of this division and of the Court of Appeal the Lord Chancellor expects in a few days to announce the appointment of a committee to consider and report upon the subject, including the question of appointing more judges, so as to provide for the rapid dispatch of business. It is not likely that there will be much delay in reporting, as the committee will consist of persons who are familiar with this subject.

Legal News.

Appointments.

Mr. R. O. Roberts, solicitor, town clerk of Carnarvon, has been appointed Crown Agent for North Wales, in succession to the late Mr. Job Bowen, surveyor.

Mr. Frank Safford, barrister, has been appointed Prosecuting Counsel to the Post Office on the South-Eastern Circuit at places formerly on the old Norfolk Circuit—namely, Huntingdon, Cambridge, Bury St. Edmunds, Ipswich, and Norwich.

General.

His Majesty the German Emperor has been pleased to confer the Second Class of the Order of the Crown upon Mr. Leopold Goldberg, solicitor, of the firm of Goldberg, Barrett & Newall, of Nos. 2 and 3, West-street, Finsbury Circus. Mr. Goldberg was for many years solicitor to the German Embassy.

A month or two ago, says a writer in the *Globe*, the Bar Council figured in the list of litigants. They unsuccessfully contested the claim of the Board of Inland Revenue that barristers ought to stamp the receipts for their fees. Now it is the turn of the other branch of the legal profession to appear in the courts. *Goodman* v. *The Law Society* is among the "personal injuries" cases in the special jury list.

One day last week, says the *Daily Mail*, Mr. Godfrey Lawford, sole surviving partner in the well-known City firm of solicitors, Lawford, Waterhouse, & Lawford, of Austin Friars, casually remarked to one of his clerks that he was going abroad. Since then all trace of him has been lost, and a receiving order has been issued against him. Clients and other inquirers have beseiged the offices in Austin Friars. The affairs of the firm have been the subject of rumour for some time past. It can only be surmised what the deficiency will be, but it is feared it will be large.

Among the many stories told of Lord Young, says the *Evening Standard*, is one associated with an election in Edinburgh, when it was announced that Lord Wolmer had been returned by a majority of three votes. Later a correction was sent swelling the majority into 300, and giving the names of two lords of session who had voted for the successful candidate. Lord Young thereupon remarked, "That accounts for the two cyphers." Once when on assize with the late Lord Deas, and the court had been opened with an exceptionally long prayer, Lord Young observed at the luncheon afterwards, "Very long prayer that fellow gave us to-day, but, after all, I suppose it's quite right when Deas goes on circuit that the attention of the Almighty should be specially called to the fact."

At a dinner of the Imperial Industries Club, on Monday night, the chairman (Sir G. H. Chubb) said that at the present time a very important and far-reaching Bill was being considered, and was now in the Committee stage, and he gave the greatest credit to the President of the Board of Trade for what he was doing in regard to the reform of patent law. Sir Joseph Lawrence said that they did not ask for anything unreasonable, but simply for what had been a condition precedent to the grant of a patent monopoly ages ago, that a patentee should bring a new industry into the country and give employment to the people. They asked the Government to insist that if a foreigner took out a patent in this country he should come here and work it. Mr. Evans-Jackson said many of the patents were absolutely worthless. The only proper course, in his opinion, was to grant a patent to the man who applied for it, and on the terms he applied for it—namely, that he was the first and the true inventor. Mr. Astbury, K.C., M.P., said that he believed the object of the President of the Board of Trade in the Bill now before Parliament was to encourage real invention; that when the invention was patented in this country it should be worked here for the benefit of this country; and that, if it was an invention necessary to many branches of an industry, the mere working of it by an owner of the patent should not be sufficient if those other branches of industry were handicapped by being unable to work it. In that case they should be entitled to have a compulsory licence from the patentee at a reasonable cost, even during the first fourteen years.

Dublin Bay, says the *Evening Standard*, has been the scene of a terrible boating disaster. The victims are Mr. Michael J. Dunn, a well-known Irish K.C., and his nephew. It appears that they left their residence and proceeded to Kingstown to fetch a water "wag" from the latter place to Dublin. In the evening, when Mr. Dunn and his nephew had not returned home, Mr. Dunn, jun., made inquiries. He learned that a boat had been seen, and cries of distress had also been heard from the sea. Later on Mr. Dunn's body was found. Artificial respiration was applied for almost hour and half after the body was taken out of the water, but in vain. Some time afterwards the boat was found floating at sea. Mr. Dunn was an expert yachtsman, and held a master mariner's certificate.

In the House of Commons, on Tuesday, Sir G. Parker asked the Secretary of State for the Home Department whether the Government would reconsider its decision not to compensate Mr. Edalji, having regard to the fact that the verdict of the jury was unsatisfactory, and that, by reason of this verdict, he has undergone imprisonment and suffered professional ruin. Mr. Gladstone.—No, sir. I have most carefully considered all the facts of the case, but I have found it impossible to come to any other conclusion than that which has already been made public. Sir G. Parker asked whether there was any precedent for compensation not being granted to a prisoner wrongfully imprisoned and who had received a so-called free pardon. Mr. Gladstone.—I know of no analogous case. Mr. Pike Pease asked whether by a free pardon was meant, in the opinion of the Home Office, that Mr. Edalji did not commit the crime of which he was charged. There was no answer.

An "Ex-Auditor," writing to the *Times* on the New Companies Bill, says: "I venture to call attention to a requirement, accepted by the Government, and slipped into the 21st clause (Auditors and Balance-sheet) of the new Companies Bill during its passage through the House of Lords, under which, should the Bill become law, 'one at least of the auditors in the case of every company whose authorized capital amounts to £50,000 shall be a person who publicly carries on the business of an accountant.' It is not clear whether this requirement was introduced for the benefit of shareholders in public companies or in the interests of professional accountants. If for the benefit of the former, I might point to many companies in which shareholders prefer that their interests should be in the hands of capable business men who are their co-partners, rather than that they should be entrusted to the clerks of busy professional accountants who put their names to the deliverances of their clerks; and I apprehend that, *inter alia*, the disclosures in the case of the Whitaker Wright group of companies will not tend to induce the shareholders in question to change their views in the foregoing particular. If, on the other hand, the requirement is for the benefit of persons 'who publicly carry on the business of accountants,' then I submit that, if such are to have special rights and privileges under the law, they should be duly licensed, as in the case of solicitors and auctioneers. No doubt, when the Bill reaches the House of Commons, the foregoing proposed change, as well as others, will receive full consideration; but, in any event, it is to be hoped that this 21st clause will be so amended as to contain a proviso that existing auditors shall be eligible for re-election if shareholders think fit, and not be thrust aside in favour of gentlemen 'who publicly carry on the business of accountants.'"

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Joyce.
Monday, June 3	Mr. Pemberton	Mr. Borrer	Mr. Goldschmidt	Mr. Greswell
Tuesday 4	Carrington	Bloxam	Theed	Leach
Wednesday 5	King	Borrer	Goldschmidt	Greswell
Thursday 6	Church	Bloxam	Theed	Leach
Friday 7	Farmer	Borrer	Goldschmidt	Greswell
Saturday 8	Beal	Bloxam	Theed	Leach

Date	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.
Monday, June 3	Mr. Beal	Mr. Church	Mr. Carrington	Mr. Bloxam
Tuesday 4	Farmer	King	Pemberton	Borrer
Wednesday 5	Beal	Church	Carrington	Leach
Thursday 6	Farmer	King	Pemberton	Greswell
Friday 7	Beal	Church	Carrington	Theed
Saturday 8	Farmer	King	Pemberton	Goldschmidt

TRINITY SITTINGS, 1907.

COURT OF APPEAL.

APPEAL COURT I.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

MR. JUSTICE KEKEWICH.

The following will be the Order of Business:—

Monday—Summonses in Chambers.

Tuesday—Short Causes, Petitions, and Adjourned Summonses.

Wednesday and Thursday—Adjourned Summonses.

Friday—Motions and Adjourned Summonses. The first day of the Sittings (Tuesday, May 28th) will also be a Motion day.

Saturday—Adjourned Summonses.

Actions without Witnesses (not marked short) and Further Considerations will be heard on days from time to time announced in the Daily Cause List.

Short Causes will be put into Tuesday's List on the necessary papers (including minutes) being left with the Judge's Clerk.

LORD CHANCELLOR'S COURT.

MR. JUSTICE JOYCE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

CHANCERY COURT II.

MR. JUSTICE SWINFEN EADY.

Except when other Business is advertised in the Daily Cause List Mr. Justice SWINFEN EADY will take Actions with Witnesses daily throughout the Sittings.

KING'S BENCH COURT I.

MR. JUSTICE PARKER.

Except when other Business is advertised in the Daily Cause List Mr. Justice PARKER will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT IV.

MR. JUSTICE WARRINGTON.

Tues., May 28	Mots and non-wit list
Wednesday 29 / Thursday 30	Non-wit list
Friday 31	Mots and non-wit list
Sat., June 1	Sht caus, pets, and non-wit list
Monday 3	Sitting in chambers
Tuesday 4	Companies Acts and non-wit list
Wednesday 5 / Thursday 6	Non-wit list
Friday 7	Mots and non-wit list
Saturday 8	Sht caus, pets, and non-wit list
Monday 10	Sitting in chambers
Tuesday 11	Companies Acts and non-wit list
Wednesday 12 / Thursday 13	Non-wit list
Friday 14	Mots and non-wit list
Saturday 15	Sht caus, pets, and non-wit list
Monday 17	Sitting in chambers
Tuesday 18	Companies Acts and non-wit list
Wednesday 19 / Thursday 20	Non-wit list
Friday 21	Mots and non-wit list
Saturday 22	Sht caus, pets, and non-wit list
Monday 24	Sitting in chambers
Tuesday 25	Companies Acts and non-wit list
Wednesday 26 / Thursday 27	Non-wit list
Friday 28	Mots and non-wit list
Saturday 29	No sitting
Mon., July 1	Sht caus, pets, and non-wit list
Tuesday 2	Sitting in chambers
Wednesday 3 / Thursday 4	Companies Acts and non-wit list
Friday 5	Non-wit list
Saturday 6	Mots and non-wit list
Monday 8	Sht caus, pets, and non-wit list
Tuesday 9	Sitting in chambers
Wednesday 10 / Thursday 11	Companies Acts and non-wit list
Friday 12	Non-wit list
Saturday 13	Mots and non-wit list
Monday 15	Sht caus, pets, and non-wit list
Tuesday 16	Sitting in chambers
Wednesday 17 / Thursday 18	Companies Acts and non-wit list
Friday 19	Non-wit list
Saturday 20	Mots and non-wit list
Monday 22	Sht caus, pets, and non-wit list
Tuesday 23	Sitting in chambers
Wednesday 24 / Thursday 25	Companies Acts and non-wit list
Friday 26	Non-wit list
Saturday 27	Mots and non-wit list
Monday 29	Sht caus, pets, and non-wit list
Tuesday 30	Sitting in chambers
Wednesday 31	Companies Acts and non-wit list
	Remaining matters

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary papers, including two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk not less than one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the judge's clerk not less than one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT III.

MR. JUSTICE NEVILLE.

Tues., May 28	Mots and gen pa
Wednesday 29 / Thursday 30	General paper
Friday 31	Mots and gen pa
Sat., June 1	Liverpool and Manchester business
Monday 3	Sitting in chambers
Tuesday 4	Retained wit acts
Wednesday 5 / Thursday 6	
Friday 7	Mots and gen pa
Saturday 8	Sht caus, pets, and gen pa
Monday 10	Sitting in chambers
Tuesday 11	General paper
Wednesday 12 / Thursday 13	
Friday 14	Mots and gen pa
Saturday 15	Manchester and Liverpool business
Monday 17	Sitting in chambers
Tuesday 18	Sht caus, pets, and gen pa
Wednesday 19 / Thursday 20	General paper
Friday 21	Mots and gen pa
Saturday 22	Sht caus, pets, and gen pa
Monday 24	Sitting in chambers
Tuesday 25 / Wednesday 26	General paper
Thursday 27	Mots and gen pa
Friday 28	No sitting
Saturday 29	Liverpool and Manchester business
Mon., July 1	Sitting in chambers
Tuesday 2	Sht caus, pets, and gen pa
Wednesday 3 / Thursday 4	General paper
Friday 5	Mots and gen pa
Saturday 6	Sht caus, pets, and gen pa
Monday 8	Sitting in chambers
Tuesday 9 / Wednesday 10 / Thursday 11	General paper
Friday 12	Mots and gen pa
Saturday 13	Manchester and Liverpool business
Monday 15	Sitting in chambers
Tuesday 16	Sht caus, pets, and gen pa
Wednesday 17 / Thursday 18	General paper
Friday 19	Mots and gen pa
Saturday 20	Sht caus, pets, and gen pa
Monday 22	Sitting in chambers
Tuesday 23 / Wednesday 24 / Thursday 25	General paper
Friday 26	Mots and gen pa
Saturday 27	Liverpool and Manchester business
Monday 29	Sitting in chambers
Tuesday 30	Mots, sht caus, and pets
Wednesday 31	Remaining motions

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put into the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

High Court of Justice.—King's Bench Division.

TRINITY SITTINGS, 1907.

Dates.	Lord Chief Justice.	Grantham, J.	Lawrance, J.	Ridley, J.	Bigham, J.	Darling, J.	Channell, J.	Phillimore, J.	Buckmill, J.	Walton, J.	Jelf, J.	Bray, J.	A. T. Lawrence, J.	Sutton, J.	Pickford, J.	Mr. Com. Ld. Coleridge.	Mr Com. Shee.
1907.	N. Wales Circuit (proceeding) 1st PART							S.E. Circuit (proceeding)	Probate Divorce and Admiralty			W. Circuit (proceeding)					S. Wales Circuit (proceeding) 1st PART
May 23	"	Nisi Prius	Chambers	Nisi Prius	Commercial List	Div. Court	Nisi Prius	"	"	Commercial List	Nisi Prius	"	Div. Court	Nisi Prius	Nisi Prius	...	"
June 3	"	"	Oxford Circuit	"	Bankruptcy and Rly and Canal Commission	"	"	"	"	Western Circuit	Chambers	"	"	"	"	Midland Circuit	"
11	"	"	"	"	(Com. Ct. intervening)	"	"	"	"	"	"	"	"	"	"	"	"
12	Nisi Prius	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
17	Div. Court	"	"	"	"	"	Northern Circuit	Nisi Prius	"	"	"	"	Nisi Prius	"	Com. List	"	"
18	"	"	"	"	S.E. Circuit	"	"	"	"	"	"	"	"	"	"	"	"
22	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
24	Nisi Prius	"	"	N.E. Circuit	"	Nisi Prius (Com.Crm.Ct. intervening)	"	"	"	"	"	"	"	"	"	"	"
25	"	"	"	"	"	"	"	"	"	"	"	"	Northern Circuit	"	"	"	"
July 1	"	"	"	"	"	"	"	"	"	Commercial List	Midland Circuit	Nisi Prius Bey Cases & Pets under Licensing Act, 1904	"	"	Chambers	"	"
4	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
6	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
9	N. Wales Circuit 2nd PART	"	"	"	"	(Com.Crm.Ct. intervening)	"	"	"	"	"	"	"	Oxford Circuit	"	End	S. Wales Circuit 2nd PART
17	"	"	Nisi Prius	"	Nisi Prius Bankruptcy and Rly and Canal Commission	"	"	"	"	"	"	"	"	"	"	"	"
22	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
23	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
31	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

TRINITY SITTINGS, 1907.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

Mr. Justice KEKEWICH will take his business as announced in the Trinity Sittings Paper.

Mr. Justice JOYCE.—Except when other business is announced in the Daily Cause List, Mr. Justice Joyce will take Actions with Witnesses daily throughout the Sittings.

Mr. Justice SWINFEN EADY.—Except when other business is advertised in the Daily Cause List, Mr. Justice Swinfen Eady will take Actions with Witnesses daily throughout the Sittings.

Mr. Justice WARRINGTON will take his business as announced in the Trinity Sittings Paper.

Mr. Justice NEVILLE will take his business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice NEVILLE will take Liverpool and Manchester business as follows: Summonses in Chambers, Motions, Short Causes, Petitions and Adjourned Summonses on Saturdays the 1st, 15th, and 29th June, and the 13th and 27th July.

Retained Witness Actions will be taken on 4th June.

Mr. Justice PARKER.—Except when other business is advertised in the Daily Cause List Mr. Justice Parker will take Actions with Witnesses daily throughout the Sittings.

Summonses before the Judge in Chambers.—Mr. Justice KEKEWICH, Mr. Justice WARRINGTON, and Mr. Justice NEVILLE will sit in court every Monday during the sittings to hear Chamber Summonses.

Summonses Adjourned into Court will be taken as follows: Mr. Justice KEKEWICH, as stated in the Sittings Paper; Mr. Justice WARRINGTON, with Non-Witness Actions; and Mr. Justice NEVILLE, with Non-Witness Actions.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the judges will sit for the disposal of Witness Actions as follows:

Mr. Justice JOYCE will take the Witness List for KEKEWICH and JOYCE, JJ.

Mr. Justice SWINFEN EADY will take the Witness List for SWINFEN EADY and NEVILLE, JJ.

Mr. Justice PARKER will take the Witness List for WARRINGTON and PARKER, JJ.

Chancery Causes for Trial or Hearing.

(Set down to May 18th, 1907.)

Before Mr. Justice KEKEWICH.

Retained.

Causes for Trial (with Witnesses).

In re Sykes, dec Jaram v Holmes act pt hd

In re A P Earle, dec In re N Earle, dec Abernethy v Earle act (fixed for June 4)

Non-Witness Actions.

Green v Clarke act

In re Uniacke's Settlement Uniacke v Uniacke act

Ward v Pickles m f j (short)

The Cranleigh Water Co ld v Austen special case

Adjourned Summonses.

In re Buchler Buchler v Buchler adjd sumns and motn

In re Wills, dec Schiller v Wills adjd sumns

In re Polglase, dec Townsend v Nation adjd sumns

In re Lawson Lawson v Blackwell adjd sumns

In re Leconfield's Settled Estates and In re The Settled Land Acts, 1882 to 1890 adjd sumns

In re Snelgrove Bailey v Snelgrove adjd sumns

In re John Griffin, dec Griffin v Griffin adjd sumns

In re Freeman & Taylor's Contract and In re The Vendor and Purchaser Act, 1874 adjd sumns

In re J B Colvill's Marriage Settlement Colvill v Chapman adjd sumns

In re Moore, dec Whitton v Moore adjd sumns

In re Boddington, dec Boddington v Boddington adjd sumns

In re Lumsden's Trusts In re Mac Kay's Marriage Settlement Mac Kay v Sully adjd sumns

In re Dominion Brewery Co The Consolidated Trust, &c, Co v The Company adjd sumns

In re Price, dec Price v Williams adjd sumns

In re Parrott's Settlement Chambers v Parrott adjd sumns

In re Charlotte Jarratt, dec Jarratt v Grant adjd sumns

In re Deavin, dec Deavin v Robottom adjd sumns

In re Thomas Roberts v Davies adjd sumns

In re Staincliffe and ors and The Leeds Industrial Dwellings Co ld Contract and In re The Vendor and Purchaser Act, 1874 adjd sumns

In re a Contract made between The Trustees of the Clare Hall Small-Pox Hospital and The Middlesex District Joint Small-Pox Hospital Board and In re The Vendor and Purchaser Act, 1874 adjd sumns (not before June 15)

In re Hebden Bruce v Hebden adjd sumns

In re Butt, dec Butt v Stone adjd sumns

In re Mitchell Trenevant v Everington adjd sumns

In re Islington Corpn adjd sumns

In re Bond Saul v Lonsdale adjd sumns

In re Yorke Yorke v Minchin adjd sumns

In re B B Bond Cabbell, dec Bond Cabbell v Greswell adjd sumns

In re Michell Thomas v Thomas adjd sumns

In re Lewis Hill Davies v Lewis-Hill adjd sumns

In re Marcet Ross Johnson v Pasteur adjd sumns

In re Edward Taylor, dec Fotherby v Taylor adjd sumns

In re Sylvester, dec Beale v Julian adjd sumns
In re Whittuck Whittuck v Jenkins adjd sumns
Dawson v Braime's Tadcaster Breweries ld adjd sumns
Clement, Talbot, & Co v Wilson adjd sumns
In re Sir Edward J Reed Reed v Reed adjd sumns

Further Considerations.

In re Watts, dec Strange v Watts fur con
In re Torrington Hobbs v Thomas fur con
In re Cumming's Settlement Hardy v Cumming fur con and adjd sumns
Mead v Osborne fur con

Before Mr Justice Joyce.
Retained Business.

In re Lake Lake v de Mitchell short act
Barkworth v Barkworth adjd sumns

Causes for Trial (with Witnesses).

Tracey-Elliot v Earl of Morley act pt hd
Smith v Law Guarantee Trust Soc act (not before June 11)
In re Walohn's Trade Mark, No 272,419 and In re The Patents, Designs and Trade Marks Act, 1905 motn to rectify register (to come on with trial of act, Rosenthal v Janowitz, not yet set down)
Harlech v Huntly act
Huggins v Bateman act
Samuel v Samuel act
Hone v Corpn of Cheltenham act
In re Hudson's Application and In re The Patents, Designs and Trade Marks Acts, 1905 motn
John Myers & Co ld v London and South-Western Ry Co act
Innes v Auld act
Tayleur v The Dolter Electric Traction ld act
Campell v Nowell act
Charlton v Evans act
Griffith v Lewins act and m f j
Littlewood v Crookes act and counterclaim
Traherne v The Braich-y-Cymmer Collieries ld act
Morgan v Biermann act and counterclaim
Riley v Mayor, &c of Halifax act
Rey v Leconturier act
Abrahams v W H Wagstaff & Sons act
Higgins v Castell act
Rayson v Miles act
Natal Graphite ld v Lennon
Pocock v Parr act
Van Zeller v Mason, Cattley, & Co act
In re Samuel Stallon Stallon v Stallon act
Bagshaw v Goodwin

Before Mr. Justice Swinfen Eady.
Retained by Order.
Adjourned Summons.

In re King Harding v King adjd sumns (restored)

Causes for Trial (with Witnesses).

Wombwell Urban District Council v Dearne Valley Waterworks act pt hd (June 29)
Paule ld v Hurstleigh ld act
In re Fowler, dec Fowler v Shufeldt act
In re Lufkin Lufkin v Lufkin act and counterclaim
Pickles v Myers act and m f j
Varley v Simpson act
Leete v Howell J Williams ld act and counterclaim (not before June 5)
Nugent v Nugent Nugent v Nugent Nugent v Nugent Wallauseek v Nugent acts
Wallington v Butcher act and m f j
Lord Howard de Walden v Eastes act
Seward v Millbourn act
Behrens v Richards act
In re Mardon Davies v Mardon act, m f j, 3rd party issue, and m f j on behalf of deft Matthews
Jenkins v Price act
King v Epsom Urban District Council act
Barclay v Poole act and m f j
Witherington v Nonex Safety Tank Syndicate ld act
Attorney-Gen v Edalji act
Hodgson v Forster act and counterclaim
Johns v Johns act and counterclaim
National Telephone Co v Post act
Prichett v Bowen act
Attorney-Gen v Lexden and Winstree Urban District Council act
Savory v Savory act
In re Naval, Military and Civil Service Co-operative Soc of South Africa ld Turner v The Company act and m f j
Briscoe v Hall act
Chaplin v Bloom act
Ahlers v Johannsen act
Sedgwick v Sedgwick act and counterclaim
Chamberlaine v Woodford act
Woodville v Roberts act
Stevens v Collins act
Roberts v Salisbury Jones act and counterclaim
Hough v Clark act
Birmingham Canal v Kynoch ld act
Attorney-Gen v Rhymney and Aber Valleys Gas and Water Co act
Gread v Hanatt act
Chesterfield v Harris act and counterclaim
In re Moffat's Settlement Herival v Sawers act
Harrison v Hoggins act
Grunfeld v Grunfeld act
London General Omnibus Co ld v Tilbury Contracting and Dredging Co (1906) ld act
Attorney-Gen v Barry Ry act
Russell v British and Colonial Estates act
Warmington v Jobson act
Harper & Brothers v Biggs & Sons act
Helmore v Preston act
Brain v Cecil act
Hillier v Todd act
Edge v Metropolitan Water Board act
The Harrison Patents Co ld v W N Nicholson & Sons act
Prosser v Fenwick act and counterclaim
The Woodley and District Bldg Soc v Turner act
Palmer v Guadaqui act

Before Mr. Justice Warrington.

Causes for Trial (with Witnesses).

Appleby Iron Co ld v Lord St Oswald act (s o for June 5, subject to anything pt hd)
A E Randall ld v E Bradley & Co act (fixed for June 19)

Further Considerations, &c.

In re Moon, dec Moon v Holmes fur con and adjd sumns Holmes v Holmes motn by order
M A Williams v E W G Williams and ors fur con
In re Edmund Noakes, dec Noakes v Noakes fur con

Causes for Trial without Witnesses and Adjourned Summonses.

In re Lord Clanwilliam's Settlement Colville v Lord Dronmore adjd sumns pt hd
Williams v Shore adjd sumns
In re The Trusts of the Will of S Horne, dec Wilson v Horne adjd sumns
In re The Estate of L Kenny, dec Code v Andrews adjd sumns
In re Watney's Indenture Watney v Hussey adjd sumns
In re Nathan, dec Herring v Spyer adjd sumns (restored)
Silverthorne v Silverthorne act without witnesses
In re Sir T S Western, dec Western v Western adjd sumns
In re H W Long, dec Medlicott v Long adjd sumns
In re Wheelwright's Trusts Wheelwright v Johnson adjd sumns
Fletcher v Sandelands and ors adjd sumns
In re James, dec James v Atkinson adjd sumns
In re Waddington's Trusts Chambers v Waddington adjd sumns
In re W Wood, dec Wood v Wood adjd sumns
In re Samuel Lewis, dec Davies v Harrison adjd sumns
In re The Estate of H Hitchings, dec Jones v Hitchings adjd sumns

Companies (Winding-up) and Chancery Division.
Companies (Winding-up).
Petitions.

Thomas Salt & Co ld (petn of C H Watson—s o from Oct 30, 1906, to come on with a petn to sanction a scheme of arrangement)
Steel Core Concrete Co ld (petn of T A Richardson—s o from Jan 22 to July 9)
Tin Prospectors Syndicate ld (petn of Treffry, Clunes & Co—s o from April 23 to June 18)
Maisel Brothers & Co ld (petn of African Merchants ld—s o from April 23 to June 18)
New de Kaap (1906) ld (petn of E H Clarke and ors—s o from May 7, 1907, pending a meeting—liberty to restore)
John Esson & Son ld (petn of E F Burton—with witnesses—s o from May 14 to June 4)
Central London Estates ld (petn of C Wake & Co—s o from May 14 to June 4)
Universal Metal Corpn ld (petn of C E Carbonneau—s o from May 14 to June 4)
British United Engineering Co ld (petn of Pfeil & Co)
General Mutual Investment Building Soc (petn of T E Sifton)
Vymo Cork Stopper Co ld (petn of S A Newton)

Chancery Division.

Petition (to Confirm Reduction of Capital) under Companies Acts, 1867 and 1877.
London United Laundries ld and reduced

Companies (Winding up).
Motions.

Mayfair Printing and Publishing Co ld (for leave to issue writ of attachment—ordered to stand over generally on April 3, 1906)
Colossal Cycle and Component Manufacturing Corpn ld (for leave to issue writ of attachment—s o from April 16 to June 11)

Court Summonses.

Syria Ottoman Railway Co ld (as to proofs of debt of W Parker—ordered to s o on Jan 11, 1906, to be tried with certain actions)
Licensed Victuallers' Co-operative Guarantee Fund ld (balance order—with witnesses)
Rapid Road Transit Co ld (to vary list of contributories)

Before Mr. Justice Neville.
Retained by Order.
Witness Actions.

R Hornsby & Sons ld v Babcock & Wilcox ld act and counterclaim pt hd
Andrews v Waite act
Hobbs v Stephenson act and counterclaim
Parr v Roberts act
In re David Gestetner's Trade Mark, No 37,760 and In re The Patents, Designs, and Trade Marks Acts, 1905 motn
Wilmot v London Mineral Waters ld act and counterclaim
Lennane v Lennane act and counterclaim
Selmon v Norman act (s o)

Further Consideration.

Deering v Jones fur con
In re Goode Masterton v Browning fur con
Crosbie v Crosbie fur con
In re Joanna Westwood, dec Pannell v Bunting fur con
L N Williams v M M Williams fur con

Causes for Trial without Witnesses and Adjourned Summonses.

In re The Battle Abbey Estate and In re The Settled Land Acts adjd sumns
In re Robert Seddon's Trusts Johnson v Seddon adjd sumns
In re Levinson, dec Levinson v Levinson adjd sumns
In re Drew Drew v Drew adjd sumns
In re Henry Dutton, dec Jackson v Simcox adjd sumns
In re Gibbon's Trusts Baker v McGrigor adjd sumns
In re Edmonds Matthews v Edmonds two adjd sumns (s o)
Seward v Milbourn adjd sumns
In re Dillwyn's Trusts Llewellyn v Llewellyn adjd sumns
In re Clarke Sankey v Richardson adjd sumns
In re Park, dec Lloyd v Philpot adjd sumns
In re Turner Turner v Ryves adjd sumns
In re Zunz Logen v Gardner adjd sumns
In re Jewell, dec Lean v Rudd adjd sumns
Hall v Barnett adjd sumns
In re Ilderton, dec Lang v Gilbert adjd sumns
In re Hunt, dec Lloyd v Lloyd adjd sumns
In re Trendell, dec Trendell v Trendell adjd sumns
In re South Eastern Railway Co and Wiffen's Contract and In re The Vendor and Purchaser Act, 1874 adjd sumns
In re Craufurd Craufurd v Goodenough adjd sumns
In re John Bishop Bishop v Bishop adjd sumns
In re Walton Walton v Walton adjd sumns
Ranken v Ranken adjd sumns
In re Arnott, dec Rees v Arnott adjd sumns
In re E Wood, dec Cox v Wood adjd sumns

In re Nathan, dec Scott v Nathan adjd sumns
In re G Cheetham, dec and In re Judgments Act, 1864 adjd sumns
In re John Mortimer, dec In re Frederick Gray Makins v Gray adjd sumns
Greet v Snape m f j (short)
Webster v Lewis adjd sumns
Inman v Rivers adjd sumns
In re Brown's Trusts Meredith Brown v Brooke adjd sumns

Before Mr. Justice PARKER.
Retained by Order.
Further Consideration, &c.

In re The Farncombe Paper Co ld Combe v The Company fur con and four adjd sumns In re Same Same v Same (by order)
Causes for Trial (with Witnesses).
In re Letters Patent, No 14,006 of 1903, granted to J N Alsop and In re The Patents, &c, Acts petn for revocation (s o until after Comptroller's decision)
Godden v The Kent County Gas Light, &c, Co act (s o)
Pool & ors v Manzell act (s o month)
Von Bursian v Dobson act
Garrard v Campbell act
Stockdale & Parker v Carbonneau and The Penn-Wyoming Copper Co act (s o till further order)
Tolson v W James & Sons ld act (s o for settlement)
Reversionary Interest Soc ld v Blake and ors act
J Winterflood v Ewart & Son ld act
B W Winterflood v Same act and counterclaim
T R Winterflood v Same act and counterclaim (advanced by order)
Warrington, the elder v E Warrington and ors act
Pye v Likely Royal Exchange Assce Corpn and anr v Pye and ors act and m f j against ors
In re The Liskeard and Looe Ry Co Foster v The Company and anr act
In re The Liskeard and Looe Ry Co Spicer v The Company act
Skegg v Hardie act
Powney v The Services Club Syndicate ld act
Paget v Shirebrook Colliery act
Pomeroy v Girling and ors act
Capell v Winter act and m f j against anr
Lopes v Bailie act
Hearson v Waghorn act
British Vacuum Cleaner Co ld v New Vacuum Cleaner Co ld act
Simpson v North act
Davies-Evans and anr v Spence-Jones and anr act
Allison v Clayhills act
Harbord v Drake and ors act
Wright v Cornwallis-West act
Truman v Tremellen act
In re Barbara Bertha Moore, dec Jay v Speed act
In re Shires, dec Shires v Shires act
Wade v Selby act
Wheeler v Luck act
Seward v Metropolitan Electric Tramways ld acts
Willing v Robinson and ors act
Cossey v S Fletcher & Sons act
Nock v Cohen act
Hyman v J Van den Bergh and ors act
Boussod, Valadon, & Co v Marchant act
Wade v Schaffer act
Tinte v Smith act
Thuman v Best act
Fettes v Williams (Birmingham) ld act
Manners v Dance act
The London and Hull Soap Works ld and ors v Dixon and anr act
Cowen v Nottingham act
Hormuth v Merino and anr act

Winding-up Notices.

London Gazette.—FRIDAY, May 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GENERAL MUTUAL INVESTMENT BUILDING SOCIETY—Petn for winding up, presented May 21, directed to be heard June 4. Evans & Co, Theobald's rd, Bedford row, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 3

HOWARD BAKER & Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Geo. J. Bowker, Queen's College, Paradise st, Birmingham, liquidator

L. W. CARDER & Co, LIMITED—Petn for winding up, presented May 15, directed to be heard at Wrexham, June 12. Poyser, Wrexham, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 11

VYMO CORK STOPPER Co, LIMITED—Petn for winding up, presented May 21, directed to be heard June 4. Gibbs & Co, Eastcheap, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 3

YORKSHIRE RETAIL GROCERS Co, LIMITED—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to Mr John Lund, Charles st, Bradford. Gaunt & Co, Bradford, solors for liquidator

London Gazette.—TUESDAY, May 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

P. S. A. CO-OPERATIVE PUBLISHING Co, LIMITED—Petn for winding up, presented May 24, directed to be heard June 11. Woodroffes & Ashby, Eastcheap, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 10

SINGOPHONES, LIMITED—Creditors are required, on or before June 22, to send their names and addresses, and the particulars of their debts or claims, to Ernest Charles Pegler, 60, Watling st, liquidator

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 14.

ASPINALL, PAUL, Seven Sisters rd, Finsbury Park June 15 Taylor & Co, Strand
BAILEY, MARY, Eythorne, Kent June 13 Fielding & Son, Dover
BATTY, ELIZABETH, Glasbury, Brecon June 25 Hughes & Bartlett, Southampton st, Bloomsbury sq
BEWES, HENRY, Wigton, Cumberland June 14 Richardson, Aspatria, Cumberland
BOGGIS, ERNEST, Wormingford, Essex May 31 Steed & Steed, Long Melford, Suffolk
BRAY, ELLEN JANE, Plymouth July 10 Rooker & Co, Plymouth
BRIANT, ARTHUR DUTTON, Brighton, Auctioneer June 10 Stringer, Brighton
BRITTLE, JOHN RICHARD, Vanbrugh hill, Blackheath, Kent, Civil Engineer June 25 Hilbery & Co, Gt St Helens
BURFORD, ELIZABETH WATKINS, Campden Hill rd June 10 Shearman & Rayner, Breams bldgs, Chancery la
CLAPHAM, WILLIAM HENRY, Southport June 14 Rickards, Leeds
CONSTANTINE, SARAH, Chesterfield June 21 Bunting, Chesterfield
COOKNELL, JANE, Leamington, Warwick July 1 Wheble, Leamington
CROOKE, EDWY, Guildford, Brewer July 22 Potter & Crundwell, Guildford
CULLWICK, GEORGE, Chorlton on Medlock, Manchester June 22 Boote & Co, Manchester
DAVIDSON, HENRY, Eastbourne June 31 Jacomb-Hood, Cornhill
DENT, ELIZABETH BAYNES, South hill, Streatham Common June 14 Kite & Co, Taunton
ELLIOTT, SAMUEL, Nottingham June 15 Burton & Briggs, Nottingham
FALL, EDWARD, York, Clerk June 8 Hodgson, York
FORREST, JOHN, Peckham rd, Camberwell June 24 Woodroffes & Ashby, Gt Dover st, Southwark
GEDDES, WALTER JAMES, Tiptree, Essex June 10 Shield & Mackarness, Petersfield
GILLATT, CHARLES, Liverpool st, King's Cross, Builder June 15 Taylor & Co, Strand
HALL, THOMAS, Winskill, Addingham, Cumberland, Mason May 31 Richardson, Penrith
HAMILTON, LILIAN MARY, Wimbledon June 24 Greig & Co, Verulam bldgs, Gray's inn
HERRING, GEORGE, Maidenhead June 15 Taylor & Co, Gray's inn sq
HOWE, ROBERT, Hampton Hill, Baker July 12 Cozens, Hampton
HUNT, ELLEN MARY, St Leonard's on Sea June 8 Hopgoods & Dowson, Spring gdns
INSLEY, HENRY, Birmingham July 1 Pritchard, Birmingham
JENNINGS, HARRIOTT MATILDA, Doncaster June 12 Atkinson & Sons, Doncaster
LOWN, DANIEL, Crayford rd, Holloway June 15 Taylor & Co, Strand
MARSDEN, JAMES, Tamworth, Staffs, Paper Manufacturer June 10 Rehder & Higgs, Mincing la
MOORE, TOM WILLIAM, Bishopston, Bristol, Licensed Victualler June 14 Gywnn & Co, Bristol
NATHAN, ALEXANDER MCDOWELL, Moor la June 21 Biddle & Co, Aldermanbury
NELSON, THOMAS, Stockton on Tees, Ostler June 10 Cohen, Stockton on Tees
NEWHAM, ELIZABETH SARAH, Exmouth June 14 J & S P Pope, Exeter
NEWMAN, ELIZABETH, Wilmington, Dartford July 15 Chancellor & Ridley, Dartford
ORMEROD, ROBERT, Atherton, Lancs, Contractor July 16 Carr, Atherton, nr Manchester
PAYNE, JOHN, Coleman st, Merchant July 1 Hores & Co, Lincoln's inn fields
PERRIN, HENRY, Sutton, Surrey June 13 Pettiver & Pearkes, College hill
PHIPPS, SARAH, Aldershot June 1 Hollest & Co, Farnham
RAPSON, CHARLES, West Worthing, Sussex May 24 Godfree, Brighton
RENWICK, MARY LOUISA, Criffel av, Streatham June 24 Craigie, High rd, Balham
SCHIMPF, CHRISTIAN, Manchester, Hotel Proprietor June 30 Sale & Co, Manchester
SHAW, ERNEST FRED, Ash Vale, Aldershot June 17 Lee & Co, Queen Victoria st
SPRY, WILLIAM MURRAY, Bishopton, Warwick June 25 Slatter & Co, Stratford upon Avon
SPURDENS, JANE, Leeds June 17 Granger & Co, Leeds
STONE, SIMEON, Belsize grove, Hampstead July 1 Gard & Co, Gresham bldgs, Basinghall st
SUTTON, ELEANOR, Speke, nr Liverpool June 15 Saul, Lancaster
TAYLOR, JOSEPH, Halifax, Damask Manufacturer June 22 Marshall, Halifax
TAYLOR, LEOPOLD, Barnet June 22 Wells & Sons, Paternoster row
THOMSON, WILLIAM, Smithy Bridge, nr Rochdale June 22 Standring & Co, Rochdale
THRUPP, ROBERT WHITE, West Worthing, Sussex June 10 Biddle & Co, Aldermanbury
TOLLER, EBENEZER, Holbeck Hill, Scarborough, MRCS, LSA June 30 Turnbull & Son, Scarborough
TUNDLEY, CHARLES, Stafford, Coal Merchant May 23 Burke & Pickering, Stafford
WARREN, BENJAMIN JOHN, Torquay June 19 Long & Gardiner, Lincoln's inn fields
WEBSTER, EDWARD HARMER, Sheffield June 15 Benson & Co, Sheffield
WHITTINDALE, CLAUD, Aylton, nr Ledbury, Hereford, Farmer June 7 Russell & Co, Ledbury

Bankruptcy Notices.

London Gazette.—TUESDAY, May 21.

FIRST MEETINGS.

BELL, CHARLES ROBERT, Bucknall, Lincs, Farmer May 29 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

BENNETT, FREDERICK JAMES BLANDFORD, Plymouth, Auctioneer May 31 at 11 Off Rec, 6, Athenæum ter, Plymouth

BLOUNT, SIDNEY CHARLES, Faversham, Kent, Hosier May 31 at 10.30 Off Rec, 68A, Castle st, Canterbury

BROWNE, ALBERT, Birmingham, Baker May 31 at 12.30 191, Corporation st, Birmingham

BROWN, MOSES, Robertstown, Liversedge, Yorks, Painter May 29 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

BUTLER, EDWARD JAMES, Ramsgate, Baker May 30 at 9 Off Rec, 68A, Castle st, Canterbury

BYATT, RAYMOND JOSEPH, Ockbrook, Derby, Painter May 31 at 3 Off Rec, 47, Full st, Derby

CHAPMAN, PHILIP, Birmingham, General Dealer May 31 at 11.30 191, Corporation st, Birmingham

CLARKE, JOSEPH ROBERT, Walton Gaol, nr Liverpool, Solicitor May 29 at 11 Off Rec, 14, Chapel st, Preston

CLIFF, GEORGE BARLOW, Chester, Insurance Agent May 29 at 12.30 Crypt chmbrs, Eastgate row, Chester

COLLIER, FREDERICK NATHANIEL, Bexhill, Draper May 31 at 12 Bankruptcy bldgs, Carey st

DEALTR, LOUIS, and FRANK SIDNEY DEALTR, Tavistock, Coal Merchants May 30 at 11 Off Rec, 6, Athenæum terr, Plymouth

DOBBS, HERBERT BERTRAM, Merthyr Vale, Glam, Baker May 29 at 2.30 Off Rec, County Court, Townhall, Merthyr Tydfil

FLEETHAM, MATTHEW, West Bridgford, Notts, Provision Merchant May 30 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

GOLDMAN, ABRAHAM, Leeds, Fruiterer May 29 at 11 Off Rec, 22, Park row, Leeds

GOUGH, WALTER EDWARD, Shrewsbury, Timber Haulier May 29 at 11.30 Off Rec, 22, Swan hill, Shrewsbury

GREEN, JAMES, Gt Yarmouth, Labourer May 29 at 12 Off Rec, 8, King st, Norwich

HALLIWELL, ALFRED, Farnworth, Lancs, Butcher May 31 at 3 19, Exchange st, Bolton

HANCOCK, AMBROSE, Hodge Bower, Ironbridge, Salop, Licensed Victualler May 29 at 12 Off Rec, 22, Swan hill, Shrewsbury

HOPKINS, JAMES GEORGE, Wakefield, Licensed Victualler May 31 at 11 Off Rec, 6, Bond ter, Wakefield

JENNINGS, CHARLES, Gresford, Denbigh, Miller May 29 at 12 Crypt chmbrs, Eastgate row, Chester

JOHNSON, STEPHEN, Salisbury, Draper May 30 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

JONES, EDWIN, Cilmery, nr Builth, Brecon, Grocer June 12 at 10.30 1, High st, Newtown

KIMPTON, CHARLES RICHARD, Princes st, Clerk June 3 at 12 Bankruptcy bldgs, Carey st

KING, WILLIAM HILTON, Huddersfield, Butcher's Manager May 29 at 3 Off Rec, Prudential buildings, New st, Huddersfield

LEWIS, HERBERT ARCHDEACON, Birchington, Kent, Auctioneer May 30 at 9.15 Off Rec, 68A, Castle st, Canterbury

LITTLE, CHARLES RANDALL, Coventry, Paper Bag Manufacturer May 31 at 11.30 Off Rec, 8, High st, Coventry

MELVILLE, HIRAM ALMAVIO, Aberdare, Grocer May 29 at 11.30 Post Office chmbrs, Pontypridd

MOFFATT, ARTHUR, Wakefield, Cab Driver May 31 at 10.30 Off Rec, 6, Bond ter, Wakefield

NEW SOUTHGATE ENGINEERING CO, Eastcheap, Contractors June 3 at 2.30 Bankruptcy bldgs, Carey st

NICHOLLS, WILLIAM HERBERT, Charlestown, Cornwall, Innkeeper May 30 at 12 Off Rec, Boscawen st, Truro

NUNN, JAMES STROUD, Queen Victoria st June 3 at 11 Bankruptcy bldgs, Carey st

PATEMAN, EDWARD ARTHUR, Derby May 30 at 3 Off Rec, 47, Full st, Derby

PECKHAM, EDGAR, Queen's Anne's chmbrs, Company Director May 30 at 11 Bankruptcy bldgs, Carey st

RANTZEN, S, Coleman st May 29 at 11 Bankruptcy bldgs, Carey st

RAINE, THOMAS, Leeds, Stock Broker May 29 at 11.30 Off Rec, 22, Park row, Leeds

ROZEPKA, MICHAEL, Commercial rd East, Stepney, Provision Dealer May 31 at 12 Bankruptcy bldgs, Carey st

SMITH, JOB, and WILLIAM TYRRELL BEAUMONT, Harwich, Builders May 29 at 2 86, Princes st, Ipswich

SOWLEY & Co, JOHN, Billiter st, Ship Brokers May 30 at 12 Bankruptcy bldgs, Carey st

THOMAS, WILLIAM GEORGE, Stockton on Tees, Hay Dealer May 31 at 11 Off Rec, Middlesbrough

WEBBER, HENRY, South Heighton, nr Newhaven, Farmer May 29 at 1.30 County Court Office, Lewes

WILKINSON, HARRY, Padiham, Lancs, Grocer May 31 at 11 Church Institute, Manchester rd, Burnley

WILLANS, ISAAC, Halifax, Traveller May 30 at 11 Off Rec, Townhall chmbrs, Halifax

WILSON, SARAH ELIZABETH, Bournemouth, Court Dressmaker May 29 at 3.30 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth

ADJUDICATIONS.

BOYLE, JOHN, Swansea, Grocer Swansea Pet April 16 Ord May 17

CORCUTT, WILLIAM, Warwick, Labourer Warwick Pet May 17 Ord May 17

DAVIES, HENRY CHARLES, Edgware, Licensed Victualler St Albans Pet April 13 Ord May 16

DENNERY, WILLIAM THOMAS, Penvillia, Landore, Swansea, Fitter Swansea Pet May 17 Ord May 17

ENGELMANN, JEAN, Waterside, Marple, Cheshire, Foreign Correspondent Stockport Pet May 16 Ord May 16

FLETCHER, JOSEPH, Coventry, Advertising Contractor Coventry Pet May 16 Ord May 16

GALLIFORD, DAVID, Pontlottyn, Glam, Posting Master Merthyr Tydfil Pet May 16 Ord May 16

JENKYN, JOHN, Leigh on Sea, Essex, Insurance Broker Chelmsford Pet Feb 12 Ord May 15

LAW, HENRY, Rochdale, Timber Merchant Rochdale Pet May 16 Ord May 16

LITTLE, CHARLES RANDALL, Coventry, Paper Bag Manufacturer Coventry Pet May 16 Ord May 16

MAJOR, ALBAN, Lilleshall, nr Newport, Salop, Farmer Stafford Pet May 6 Ord May 16

MILES, EBENEZER, Broad Town, Wilts, Farmer Swindon Pet April 19 Ord May 16

MOFFATT, ARTHUR, Wakefield, Cab Driver Wakefield Pet May 15 Ord May 15

PETERS, WILLIAM RHODES, Tanyfron, Southsea, nr Wrexham, Shoemaker Wrexham Pet May 16 Ord May 16

RAINE, THOMAS, Leeds, Stockbroker Leeds Pet April 26 Ord May 16

ROBINSON, FRED, Whittlesey, Cambs, Hawker Peterborough Pet May 16 Ord May 16

ROGERS, RICHARD, Wrexham, Innkeeper Wrexham Pet May 16 Ord May 16

SMART, WILLIAM HENRY, Cirencester, Grocer Swindon Pet May 17 Ord May 17

STANLEY, ERNEST EGERTON PERCIVAL, Port Sunlight, Cheshire Birkenhead Pet May 15 Ord May 17

TASH, HERBERT OSWALD, Wisbech, Cambridge, Baker King's Lynn Pet May 17 Ord May 17

THOMAS, WILLIAM GEORGE, Stockton on Tees, Hay Dealer Stockton on Tees Pet May 15 Ord May 15

TURNER, ROBERT HARDY, Gt Grimsby Gt Grimsby Pet May 17 Ord May 17

London Gazette.—FRIDAY, May 24.

RECEIVING ORDERS.

ADYE, OSCAR ARTHUR, College ct, Hammersmith, Actor High Court Pet May 18 Ord May 18

BASKEYFIELD, FREDERICK, Newcastle under Lyme, Staffs, Licensed Victualler Hanley Pet May 6 Ord May 17

BEARD, ARTHUR JAMES, Uxbridge rd, Shepherd's Bush, Coal Merchant High Court Pet May 21 Ord May 21

BISHOP, FREDERICK JAMES, Farnham, Licensed Victualler Guildford Pet May 1 Ord May 21

BUTTIFANT, WILLIAM HENRY, Gosford, Kidlington, Oxford, Farmer Oxford Pet May 22 Ord May 22

DE SOISSONS, Viscount, Edwardes sq, Kensington, Author High Court Pet Feb 21 Ord May 21

DITCHFIELD, HENRY HODSON, Fellowes rd, Hampstead, Commercial Traveller High Court Pet May 22 Ord May 22

ELLIS, JOHN, Midhurst, Sussex, Fishmonger Brighton Pet May 21 Ord May 21

FULWELL, JOHN WILLIAM, Witherley, Leicester, Miller Birmingham Pet May 16 Ord May 16

HEADLEY, JOHN MILNER, Gt Yarmouth, Newsagent Gt Yarmouth Pet May 22 Ord May 22

IKIN, JOHN ROBERT, Press, Salop, Draper Shrewsbury Pet May 22 Ord May 22

JACKSON, NATHAN, Fenton, Staffs, Vanman Stoke upon Trent Pet May 11 Ord May 21

JENKINS, GEORGE, Exmouth st, Clerkenwell, Pork Butcher High Court Pet May 22 Ord May 22

KNOWLES, CHARLES CARPENTER, Levenshulme, nr Manchester, Commercial Clerk Manchester Pet May 17 Ord May 17

LAWFORD, GODFREY, Austin Friars, Solicitor High Court Pet May 14 Ord May 23

LINFORD, JABEZ ARCHIBALD, Norwich, Laundry Proprietor Preston Pet May 18 Ord May 18

MILLEDGE, GEORGE HENRY, Portsmouth, Naval Contractor Portsmouth Pet May 18 Ord May 18

MILNES, DAN, Bradford, Dealer in Worsted Coatings Leeds Pet May 18 Ord May 18

PHILLIPS, THOMAS, Pembrist, Rosebush, Pembroke, Mason Pembroke Dock Pet May 18 Ord May 18

PRING, C H, and C T CARTER, Chandos av, South Ealing, Builders Brentford Pet March 27 Ord May 17

READING, C H, Upper st, Islington, Costumier High Court Pet April 26 Ord May 16

ROBERTS, ROBERT, Peterborough, Draper Peterborough Pet May 22 Ord May 22

SCOTT, WILLIAM, Salfords, nr Horley, Surrey, Builder Croydon Pet May 21 Ord May 21

WELCH, HENRY JOHN, Southtown, Gt Yarmouth, Commission Agent Gt Yarmouth Pet May 21 Ord May 21

WHELDALE, FRANK JOHN, Bedford, Grocer Bedford Pet May 22 Ord May 22

WOOLGROVE, JAMES LEWIS, Plashet rd, Upton Park, Essex, Builder High Court Pet May 21 Ord May 21

FIRST MEETINGS.

ADYE, OSCAR ARTHUR, College ct, Hammersmith, Actor June 4 at 1 Bankruptcy bldgs, Carey st

BEARD, ARTHUR JAMES, Uxbridge rd, Shepherd's Bush, Coal Merchant June 4 at 11 Bankruptcy bldgs, Carey st

BETTON, ALFRED JOHN, Hoole, Chester, Butcher June 3 at 11.30 Crypt chmbrs, Eastgate row, Chester

BISHOP, FREDERICK JAMES, Farnham, Licensed Victualler June 3 at 12.30 132, York rd, Westminster Bridge

CLARK, HERBERT, Napier av, Hurlingham, Music Hall Artist June 4 at 12 Bankruptcy bldgs, Carey st

DAVIES, JAMES OWEN, Aberayron, Cardigan, Cycle Dealer June 1 at 11 Off Rec, 4, Queen st, Carmarthen

ELLIS, JOHN, Midhurst, Sussex, Fishmonger June 6 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

ETHERINGTON, WALTER, Norroy rd, Putney, Printer June 4 at 11.30 132, York rd, Westminster Bridge

FORMAN, CHARLES ALLEN, Kingston on Hull, Fish Fryer June 1 at 11 Off Rec, Trinity House la, Hull

HOLLAND, WILLIAM, Rochdale, Solicitor June 7 at 12 Townhall, Rochdale

IKIN, JOHN ROBERT, Press, Salop, Draper June 4 at 1.30 Law Society's Room, College hill, Shrewsbury

JENKINS, GEORGE, Exmouth st, Clerkenwell, Pork Butcher June 4 at 2.30 Bankruptcy bldgs, Carey st

KATZENSTEIN, MORRIS, Collier's Wood, Merton, Surrey, General Agent June 3 at 11.30 132, York rd, Westminster Bridge

LAW, HENRY, Rochdale, Timber Merchant June 7 at 12.45 Townhall, Rochdale

LAWFORD, GODFREY, Austin Friars, Solicitor June 3 at 1 Bankruptcy bldgs, Carey st

LEONARD, JOHN, Tredegar, Fried Fish Merchant June 5 at 11 144, Commercial st, Newport, Mon

MILLEDGE, GEORGE HENRY, Portsmouth, Naval Contractor June 3 at 3 Off Rec, Cambridge junc, Portsmouth

MILLS, W E & H, Norwood, Builders June 3 at 12 132, York rd, Westminster bridge

PAITON, JAMES, Blackley, Manchester, Finisher June 7 at 11.15 Townhall, Rochdale

PETERS, WILLIAM RHODES, Southsea, Denbigh, Shoemaker June 3 at 12.30 Crypt chmbrs, Eastgate row, Chester

PRING, C H, and C T CARTER, Chandos av, South Ealing, Builders June 3 at 12 14, Bedford row

READING, C H, Upper st, Islington, Costumier June 3 at 11 Bankruptcy bldgs, Carey st

SMART, WILLIAM HENRY, Cirencester, Grocer June 3 at 10 Off Rec, Regent circus, Swindon

TOMLINSON, EDWIN, Ruyton Eleven Towns, Salop, Haulier June 3 at 12 Crypt chmbrs, Eastgate row, Chester

TURNER, ROBERT HARDY, Gt Grimsby June 1 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

WELCH, HENRY JOHN, Southtown, Gt Yarmouth, Commission Agent June 1 at 12.15 Off Rec, 8, King st, Norwich

WISEMAN, FRED PURLAND, Norwich, Butcher June 1 at 12 Off Rec, 8, King st, Norwich

WOOLGROVE, JAMES LEWIS, Upton Park, Essex, Builder June 3 at 12 Bankruptcy bldgs, Carey st

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